

General Info

Total:

\$661,990.00

Number	Description
24-17-C	Herndon-Barstow Elementary High Intensity Activated Crosswalk (HAWK)
Deadline	State Project Number: ATPL-5942(321)
01/16/2025 02:00 PM PST	The work to be done consists, in general, of relocating the existing crosswalk, demolishing an existing left turn pocket, widening a section of Grantland Avenue to construct a new sidewalk with curb, gutter, and ADA curb ramps, and installing a High Intensity Activated Crosswalk (HAWK), [also known as a Pedestrian Hybrid Beacon (PHB)] system at the new crosswalk near Herndon-Barstow Elementary School. The existing flashing beacons will also be removed as part of the project. All on-site work will be performed while school is out of session, between June 16, 2025 and August 13, 2025.
Vendor	
Avison Construction, Inc.	
Submitted	
01/16/2025 01:46 PM PST	Allows zero unit prices and labor
Signed by	
Curtis Short Account Holder	
Curtis Short	
Yes	Allows negative unit prices and labor
Opened	
01/16/2025 02:02 PM PST By	
jwongsing@fresnocountyca.gov	
Yes	

Attachment List

Project Website
RFC form, bid opening details, any Supplemental Information
including RFC responses, prebid conference information, etc.

Specifications
Specifications

Plans (26 MB)
Plans (26 MB)

Proposal to the County of Fresno - Proposal 1

Proposal to the County of Fresno

hereinafter called the Owner

HERNDON-BARSTOW ELEMENTARY HIGH INTENSITY ACTIVATED CROSSWALK (HAWK)

STATE PROJECT NUMBER: ATPL-5942(321)

The work embraced herein shall be done in accordance with the 2023 Standard Specifications and with the 2023 Standard Plans, of the State of California, Department of Transportation insofar as the same may apply and in accordance with these special provisions.

Except to the extent that they may conflict with these special provisions, revised Standard Specifications apply to the extent included in the section entitled "Project Details" of the book entitled "Specifications."

The work to be done is shown on a set of Plans, Department File No. 11326, entitled: "Herndon Barstow Elementary High Intensity Activated Crosswalk (HAWK)".

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that they have carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and they propose and agree if this proposal is accepted, that they will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that they will take in full payment therefor the following unit prices, to-wit:

Bid Item List - Proposal 2

\$661,990.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
1	20,000	\$	Supplement Work For Price Index Fluctuations	\$1.00	\$20,000.00
2	1	LS	Traffic Control System	\$60,000.00	\$60,000.00
3	2	EA	Construction Project Funding Sign	\$2,000.00	\$4,000.00
4	1	LS	Job Site Management	\$500.00	\$500.00
5	1	LS	Prepare And Implement Water Pollution Control Plan	\$1,000.00	\$1,000.00
6	29	SY	Remove And Dispose Concrete ADA Ramp	\$50.00	\$1,450.00
					Total: \$661,990.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
7	18	SY	Remove And Dispose Concrete Walkway	\$55.00	\$990.00
8	297	LF	Remove And Dispose Concrete Curb	\$10.00	\$2,970.00
9	51	LF	Remove And Dispose Concrete Curb And Gutter	\$20.00	\$1,020.00
10	86	SY	Remove And Dispose Stamped Concrete	\$45.00	\$3,870.00
11	316	SF	Remove And Dispose Concrete Sidewalk	\$12.00	\$3,792.00
12	6	EA	Remove And Dispose Sign And Post	\$100.00	\$600.00
13	7	EA	Remove And Dispose Channelizers	\$50.00	\$350.00
14	1	LS	Remove And Dispose Retroreflective Markers	\$200.00	\$200.00
15	1	LS	Clearing And Grubbing	\$30,000.00	\$30,000.00
16	163	CY	Roadway Excavation - Final Pay Item	\$155.00	\$25,265.00
17	1	LS	Finishing Roadway	\$8,000.00	\$8,000.00
18	30	CY	Class II Aggregate Base - Final Pay Item	\$270.00	\$8,100.00
19	1	TON	Fog Seal	\$1,200.00	\$1,200.00
20	1,540	SY	Cold Plane Asphalt	\$12.00	\$18,480.00
					Total: \$661,990.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
21	288	TON	Hot Mix Asphalt - 1/2" (Type A)	\$200.00	\$57,600.00
22	1	TON	Minor HMA (3/8") (Type E Dike)	\$500.00	\$500.00
23	365	LF	Place HMA 7 Inch Thick x 1 Foot Wide Plug	\$30.00	\$10,950.00
24	37	LF	Place HMA Dike (Type E)	\$80.00	\$2,960.00
25	1	TON	Tack Coat	\$1,200.00	\$1,200.00
26	3	EA	Adjust Storm Drain Manhole Lid to Grade	\$2,000.00	\$6,000.00
27	151	SY	Concrete ADA Ramp, Sidewalk, Walkway, Electrical Pad (Minor Concrete)	\$140.00	\$21,140.00
28	342	LF	Concrete Median Island Curb (Minor Concrete)	\$52.00	\$17,784.00
29	120	LF	Concrete Curb And Gutter (Minor Concrete)	\$83.00	\$9,960.00
30	102	SF	Detectable Warning Device	\$47.00	\$4,794.00
31	113	SY	Stamped Concrete (Median)	\$139.00	\$15,707.00
32	16	EA	Install Sign And Post	\$700.00	\$11,200.00
33	7	EA	Install New Channelizers	\$250.00	\$1,750.00
34	88	EA	Retroreflective Pavement Marker (Type H)	\$14.00	\$1,232.00
					Total: \$661,990.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
35	1	EA	Fire Hydrant Marker Blue	\$130.00	\$130.00
36	468	LF	Thermoplastic Traffic Stripe (Detail 39)	\$3.00	\$1,404.00
37	655	LF	Paint Traffic Stripe (Detail 39)	\$2.00	\$1,310.00
38	810	LF	Paint Traffic Stripe (Detail 39A)	\$2.00	\$1,620.00
39	458	LF	Paint 6" White Diagonal (Buffer)	\$2.00	\$916.00
40	346	LF	Thermoplastic 8" White Diagonal (Buffer)	\$4.00	\$1,384.00
41	1,945	LF	Thermoplastic Traffic Stripe (Detail 27B)	\$3.00	\$5,835.00
42	54	LF	Thermoplastic 12" Stop Bar Line	\$5.00	\$270.00
43	308	LF	Paint Red Curb	\$2.00	\$616.00
44	42	SF	Paint Pavement Marking (A24C) (Bike Arrow And Bike Symbol)	\$5.00	\$210.00
45	238	SF	Thermoplastic Pavement Markings (A24D) (Arrow, Xing, School)	\$5.00	\$1,190.00
46	432	SF	Thermoplastic Crosswalk Stripe (A24F) (Yellow Continental)	\$5.00	\$2,160.00
47	691	SF	Remove Pavement Markings (Arrow, Xing, School, Slow, And	\$6.00	\$4,146.00
					Total: \$661,990.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			Continental Crosswalk)		
48	1,847	LF	Remove Thermoplastic Striping	\$5.00	\$9,235.00
49	1	LS	Remove Flashing Beacon	\$15,000.00	\$15,000.00
50	1	LS	Furnish And Install High-Intensity Activated Crosswalk (HAWK)	\$205,000.00	\$205,000.00
51	1	LS	Mobilization	\$57,000.00	\$57,000.00
					Total: \$661,990.00

Evaluation of Bid Item List - Proposal 3

Abbreviations used in the bid proposal sheet are identified in Section 1-1.06, "Abbreviations," of these special provisions.

Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Bidders. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Owner's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

Bid Security - Proposal 4

Bond Percentage

10.00%

Guarantee Method *

Cash, Cashier's Check,
Certified Check, Paper Bid
Bond

Cash, Cashier's Check, Certified Check, Paper Bid Bond

Confirmation *

I have provided a Paper Bid Bond for the Bid Security Amount above prior to the solicitation deadline.

You must either attach an electronic bid bond here or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)) to the office location according to the instructions in the Notice to Bidders **prior to** the bid opening.

Addendum Acknowledgement - Proposal 4

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**:

(Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

Type N/A if no addenda were issued. Click "+" to add additional fields.

Addendum No. *

N/A

Dated *

1/16/2025

Bidder Signature - Proposal 4

Business Name *

Avison Construction, Inc.

Note: If bidder or other interested person is a corporation, state legal name of corporation. If bidder is a co-partnership, state true name of firm.

Type of Business *

Corporation - list Officers

Business Owners and Officers Names *

Curtis Short - President
Stephen Avila - Vice President
Christopher Avila - CFO/Secretary

Note: If bidder or other interested person is:

- *a corporation, list names of the president, secretary, treasurer and manager thereof*
- *a partnership, list names of all individual co-partners composing firm.*
- *an individual, state first and last name in full.*

Names of Owners and Key Employees *

Curtis Short - President
Stephen Avila - Vice President
Christopher Avila - CFO/Secretary

Note: List majority owners of your firm. If multiple owners, list all. Also include anyone, including key employees, who are actively

promoting the contract. (SB1439)

Licensed in accordance with an act providing for the registration of Contractors:

Class *

A, C31

Contractor License No. * Expires *

823535 5/31/2025

DIR Registration Number *

1000003258

Business Address *

40434 Brickyard Dr., Madera, CA

Zip Code *

93636

Mailing Address *

40434 Brickyard Dr., Madera, CA

Zip Code *

93636

Business Phone *

(559) 431-0317

Fax Number

(559) 431-0321

E-mail Address *

estimating@avisoninc.com

Signature of Bidder *

Curtis Short

Dated *

1/16/2025

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, bidder signature shall be placed above. If signature is by an agent, other than an officer

of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Noncollusion Declaration - Proposal 5

STATE PROJECT NUMBER: ATPL-5942(321)

To the County of Fresno:

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID*

The undersigned declares:

I am the (Choose one of the following options): *

Corporate Officer

If Corporate Officer please list Title:

President

of (Business Name): *

Avison Construction, Inc.

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, and has not paid, and will not pay, any person or entity for that purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Date: *

1/16/2025

at City, State: *

Madera, CA

Signature: *

Curtis Short

(See Title 23 United States Code Section 112; Calif Public Contract Code Section 7106)

*NOTE: Completing, signing, and returning the Non-Collusion Declaration is a required part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code - Proposal 6-7

Public Contract Code Section 10285.1 Statement - Proposal 6

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder

Choose an option: *

Has not been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire - Proposal 7

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Choose an option: *

No

If the answer is No, please type N/A. If the answer is Yes, explain the circumstances in the following space. *

N/A

Public Contract Code Section 10232 Statement - Proposal 7

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-years period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Subcontractors - Proposal 8(a)

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid presented herewith **or \$10,000, whichever is greater**. Each listed subcontractor's name, location of business and description of work, and both their contractor's license number and public works contractor registration number, issued pursuant to Section 1725.5 of the Labor Code, are REQUIRED, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *

T&T Pavement Markings and Products

Business Address *

3276 W. Sussex Way, Fresno, CA 93722

Class

C32

License No. *

687921

DIR Registration No. *

1000046338

Item No. or Description of Work *

Striping & Signs

Dollar Amount:

OR

Percentage of Total Bid:

4%

Email Address:

tandtpavemark@gmail.com

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 1

Subcontractor: *

C3 Electric

Business Address *

1770 E. Fallbrook Ave., Fresno, CA 93720

Class

C10

License No. *

1126011

DIR Registration No. *

2000004735

Item No. or Description of Work *

Electrical

Dollar Amount:

OR

Percentage of Total Bid:

30%

Email Address:

estimating@c3electric.com

California Code of Regulations: General Requirements for In-Use Off-Road Diesel-Fueled Fleets - Proposal 9

In conformance with Title 13 § 2449(i), bidders will be required to attach copies of valid Certificates of Reported Compliance for the fleet selected for the contract and their listed subcontractors.

Before May 15th of each year, the prime contractor must collect a new valid Certificate of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement. Annual renewals must be provided to the Resident Engineer at least one week prior to the expiration date of the current certificate.

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

Choose all that apply:

☒ Bidder's Certificate of Reported Compliance has been attached to the bid.

☐ Bidder does not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4).

☒ Listed subcontractors' certificates have been attached or will be submitted within five (5) calendar days of the bid opening.

☐ The following subcontractors do not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4):

Subcontractors:

FAILURE TO PROVIDE THE CERTIFICATES OF REPORTED COMPLIANCE AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE.

Proposal 10-17

NOT USED

Opt Out of Payment Adjustments for Price Index Fluctuations - Proposal 18

Optional: Vendor is not required to complete.

You may opt out of the payment adjustments for price index fluctuations as specified in Section 2-1.31, "OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS," of the special provisions.

You can only elect to opt out of payment adjustments for price index fluctuations of if you complete this form and submit it with your bid. The individual signing this form must be duly authorized to sign a bid.

By signing this form, I hereby opt out of the payment adjustments for price index fluctuations for the above-named project.

Bidder: *

Avison Construction, Inc.

Name (Printed): *

Curtis Short

Signature: *

Curtis Short

Title: *

President

Guaranty - Proposal 19

Optional: Vendor is not required to complete.

(This guaranty shall be executed by the successful bidder in accordance with instructions in the special provisions. The bidder may execute the guaranty on this page at the time of submitting their bid.)

G U A R A N T Y

To the Owner: County of Fresno

CONTRACT NUMBER

The undersigned guarantees the construction and installation of the following work included in this project: 24-17-C

ALL WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner.

Date: *

1/16/2025

Name (Printed): *

Curtis Short

Signature: *

Curtis Short

Title: *

President

Contractor: *
Avison Construction, Inc.

Required Documents

Name	Omission Terms	Submitted File
CARB Certification of Reported Compliance - Bidder Valid CARB Certification of Reported Compliance - Bidder	Does not have a fleet subject to this regulation.	Avison CARB exp 2025.pdf
CARB Certification(s) of Reported Compliance - Subcontractors Valid CARB Certification(s) of Reported Compliance - Subcontractors	Due by 4pm on the 5th calendar day after bid opening or no listed subcontractors have a fleet subject to this regulation.	I am not enclosing this document because the omission terms have been met.
2 Required Documents		

Additional Documents (Use if needed)

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Not Required Extra Space if needed	Extra space not needed	No bid
Not Required Extra Space if needed	Extra space not needed	No bid
Not Required Extra Space if needed	Extra space not needed	No bid
3 Required Documents		

California Environmental Protection Agency
Air Resources Board

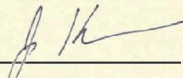
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

AVISON CONSTRUCTION, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

3223

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Avison Construction, Inc.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America


a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto County of Fresno, Obligee, hereinafter called the Obligee, in the sum of Not to Exceed Ten Percent of Amount Bid ***Dollars (\$10% of amount bid**)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

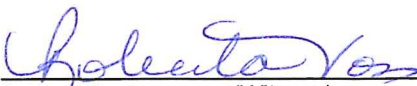
WHEREAS, the Principal has submitted a bid for Herndon-Barstow Elementary High Intensity Activated Crosswalk.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of January, 2025



(Witness)

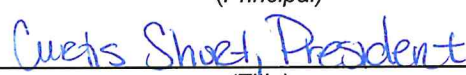


(Witness)

Avison Construction, Inc.

BY: 

(Principal) (Seal)

{ 

(Title)

Travelers Casualty and Surety Company of America

BY: 

(Surety) (Seal)

{ Attorney-In-Fact: Justin Smit

(Title)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

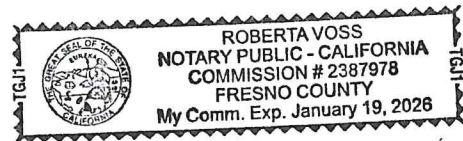
County of Fresno)

On January 8, 2025 before me, Roberta Voss Notary Public
(insert name and title of the officer)

personally appeared Justin Smit
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Roberta Voss* (Seal)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JUSTIN SMIT** of **FRESNO**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of January, 2025.



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

California Environmental Protection Agency
Air Resources Board

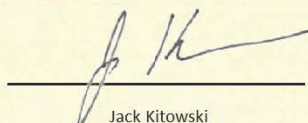
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

CINQ 818 INC DBA C3ELECTRIC

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

235537

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

▼

Contractor's License Detail for License # 823535

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/16/2025 3:51:33 PM

Business Information

AVISON CONSTRUCTION INC
40434 BRICKYARD DR
MADERA, CA 93636
Business Phone Number:(559) 431-0317

Entity	Corporation
Issue Date	09/05/2003
Reissue Date	05/31/2007
Expire Date	05/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ C31 - CONSTRUCTION ZONE TRAFFIC CONTROL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).
Bond Number: 100890331
Bond Amount: \$25,000
Effective Date: 09/13/2024
[Contractor's Bond History](#)

Bond of Qualifying Individual

- ▶ The qualifying individual STEPHEN MICHAEL AVILA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 09/27/2021
- ▶ The qualifying individual CURTIS WALTON SHORT certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 04/13/2023

Workers' Compensation

This license has workers compensation insurance with the [TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA](#)
Policy Number:UB9J6059292526G
Effective Date: 01/01/2025
Expire Date: 01/01/2026
[Workers' Compensation History](#)

► 05/31/2007 - LICENSE REISSUED TO ANOTHER ENTITY

! Los Angeles Fires

Go to ca.gov/LAfires for wildfire tips and latest information [Get more info.](#)



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1126011

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/16/2025 3:59:33 PM

Business Information

C3 ELECTRIC INC
3400 COTTAGE WAY STE G2 #25587
SACRAMENTO, CA 95825
Business Phone Number:(559) 797-8080

Entity Corporation
Issue Date 09/05/2024
Expire Date 09/30/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100882031

Bond Amount: \$25,000

Effective Date: 08/31/2024

Bond of Qualifying Individual

The qualifying individual RYAN MICHAEL SNYDER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 09/05/2024

Workers' Compensation

This license has workers compensation insurance with the [EVEREST PREMIER INSURANCE COMPANY](#)

Policy Number: 7600024455241

Effective Date: 06/01/2024

Expire Date: 06/01/2025

[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

! Los Angeles Fires

Go to ca.gov/LAfires for wildfire tips and latest information [Get more info.](#)



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 687921

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/16/2025 3:58:47 PM

Business Information

T & T PAVEMENT MARKINGS AND PRODUCTS INC
3276 W SUSSEX WAY
FRESNO, CA 93722
Business Phone Number:(559) 275-2879

Entity Corporation
Issue Date 04/22/1994
Reissue Date 02/03/2017
Expire Date 02/28/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C32 - PARKING AND HIGHWAY IMPROVEMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100337261

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual THOMAS OCHOA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 02/03/2017

Workers' Compensation

An employee service group holds the workers compensation insurance.

Policy Number: C58832534

Effective Date: 10/01/2024

Expire Date: 10/01/2025

[Workers' Compensation History](#)

Miscellaneous Information

- ▶ 02/03/2017 - LICENSE REISSUED TO ANOTHER ENTITY

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[Home](#) > [Customer Account Lookup](#) > Avison Construction, Inc.

Avison Construction, Inc.

Customer Account Lookup

Name

Avison Construction, Inc.

Customer Account

Avison Construction, Inc.

Type

Contractor

Website

(empty)

Email

cavila@avisoninc.com

Address 1

40434 BRICKYARD DRIVE

Address_2

City

Madera

State

California (CA)

Zip

93636

Contractor Status

DIR Approved

CSLB

823535

Legal Name

Avison Construction, Inc.

Business Structure

-- None --

Business Phone

5594310317

Registration Number

President

Curtis Short

PWCR

1000003258

Registration Start Date

2022-07-01

Registration End Date

2025-06-30

Doing Business As (DBA)

Crafts

Operating Engineer

Laborer and Related Classifications

Cement Mason

Legacy Registration Date

2019-07-01

Legacy Registration Expiration

2022-06-30

Related Lists

Historical Registration Dates ⁽¹⁾

[eCPR Public Search](#)[Log in](#)[Public Works Support](#)[Contractors](#)[Projects](#)[Register](#)[Home](#) > [Customer Account Lookup](#) > C3 Electric, INC

C3 Electric, INC

Customer Account Lookup

Name

C3 Electric, INC



Customer Account



C3 Electric, INC

Type

Contractor

Website

(empty)



Email

Admin@C3ELECTRIC.COM

Address 1

1770 E Fallbrook Ave

Address_2

City

Fresno

State

Ca

Zip

93720

Contractor Status

DIR Approved

CSLB

1126011

Legal Name

C3 Electric, INC

Business Structure

-- None --

Business Phone

5597068236

Registration Number

President

Ryan Snyder

PWCR

2000004735

Registration Start Date

2024-09-19

Registration End Date

2026-06-30

Doing Business As (DBA)

Crafts

- Electrician
- Laborer and Related Classifications
- Operating Engineer (Heavy and Highway Work)

Legacy Registration Date

Legacy Registration Expiration

Related Lists

Historical Registration Dates. 1

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T & T Pavement Markings and Products, Inc.

Customer Account Lookup

Name

T & T Pavement Markings and Products, Inc.



Customer Account



T & T Pavement Markings and Products, Inc.

Type

Contractor

Website

(empty)



Email

tandtooffice4@gmail.com

Address 1

3276 W. SUSSEX WAY

Address_2

City

FRESNO

State

CA

Zip

93722

Contractor Status

DIR Approved

CSLB

Legal Name

T&T PAVEMENT MARKINGS AND PRODUCTS INC.

Business Structure

-- None --

Business Phone

5592752879

Registration Number

3952728

President

PWCR

Registration Start Date

Registration End Date

Doing Business As (DBA)

Crafts

Legacy Registration Date

Legacy Registration Expiration

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Certificate of Reported Compliance Validation

* Please fill in one of the following fields.

DOORS ID:	<input type="text"/>	<input type="button" value="Search"/>
Company Name: (full or partial name)	<input type="text"/>	

DOORS ID	Company Name	Regulation*	Certificate Status
3223	Avison Construction, Inc.	ORD	This company has received the Certificate of Reported Compliance valid to March 1, 2025.

*Regulation

ORD: In-Use Off-Road Diesel-Fueled Fleets Regulation

LSI: Large Spark-Ignition Engine Fleet Requirements Regulation

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Certificate of Reported Compliance Validation

* Please fill in one of the following fields.

DOORS ID:	<input type="text"/>	<input type="button" value="Search"/>
Company Name: (full or partial name)	<input type="text"/>	

DOORS ID	Company Name	Regulation*	Certificate Status
259621	C3 Electric Inc	ORD	This company has received the Certificate of Reported Compliance valid to March 1, 2025.

*Regulation

ORD: In-Use Off-Road Diesel-Fueled Fleets Regulation

LSI: Large Spark-Ignition Engine Fleet Requirements Regulation

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Certificate of Reported Compliance Validation

* Please fill in one of the following fields.

DOORS ID:	<input type="text"/>	<input type="button" value="Search"/>
Company Name: (full or partial name)	<input type="text"/>	

DOORS ID	Company Name	Regulation*	Certificate Status
245580	Superior Pavement Markings, Inc.	ORD	This company has received the Certificate of Reported Compliance valid to March 1, 2026.

*Regulation

ORD: In-Use Off-Road Diesel-Fueled Fleets Regulation

LSI: Large Spark-Ignition Engine Fleet Requirements Regulation

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- ☒ All Words 
- ☐ Exact Phrase 

e.g. 123456789, Smith Corp

avison



Classification



Excluded Individual



Excluded Entity



Federal Organizations



Exclusion Type



Exclusion Program



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- ☒ All Words 
- ☐ Exact Phrase 

e.g. 123456789, Smith Corp

"C3 Electric" 

Classification 

Excluded Individual 

Excluded Entity 

Federal Organizations 

Exclusion Type 

Exclusion Program 

Location 

Dates 

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e.g. 1606N020Q02

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- ☐ Any Words 
- ☐ All Words 
- ☐ Exact Phrase 

e.g. 123456789, Smith Corp

Pavement Markings 

Classification 

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Excluded Entity 

Federal Organizations 

Exclusion Type 

Exclusion Program 

Location 

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Vehicle Compliance Certification

Issue Date: 9/24/2024

Expiration Date: 2/28/2025

Certification ID: VCC1001509057

Vehicle Information

Vehicle Identification Number (VIN): 3C7WRKFLXKG583157

Vehicle License Plate: 57360U2

Vehicle Make:

Vehicle Model Year: 2019

Vehicle Model:

Business Information

Company/Entity Name: T & T Pavement Marking and Products, Inc.

Entity ID: E141295

Primary Address: 3276 W. Sussex Way, 3276 W. Sussex Way, Fresno, CA 93722, USA

CARB reserves the right to invalidate this certificate if the vehicle is found violating the Clean Truck Check requirements prior to the certificate expiration date.

Future certificates may be denied if the vehicle has any outstanding CARB Enforcement actions.

Non-compliant vehicles could also have their registration denied by the Department of Motor Vehicles.

This compliance certificate does not exempt the vehicle from emissions-related inspection or audit.

For more information on Clean Truck Check, visit <https://ww2.arb.ca.gov/cleantruckcheck>.

To verify this certification: <https://cleantruckcheck.arb.ca.gov>.

CARB's Clean Truck Check team can be reached at hdim@arb.ca.gov.



Vehicle Compliance Certification

Issue Date: 9/24/2024

Expiration Date: 4/30/2025

Certification ID: VCC1001509059

Vehicle Information

Vehicle Identification Number (VIN): JALE5W162L7306611

Vehicle License Plate: 47113C3

Vehicle Make:

Vehicle Model Year: 2020

Vehicle Model:

Business Information

Company/Entity Name: T & T Pavement Marking and Products, Inc.

Entity ID: E141295

Primary Address: 3276 W. Sussex Way, 3276 W. Sussex Way, Fresno, CA 93722, USA

CARB reserves the right to invalidate this certificate if the vehicle is found violating the Clean Truck Check requirements prior to the certificate expiration date.

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To verify this certification: <https://cleantruckcheck.arb.ca.gov>.

CARB's Clean Truck Check team can be reached at hdim@arb.ca.gov.



Vehicle Compliance Certification

Issue Date: 9/30/2024

Start Date: 11/30/2024

Expiration Date: 5/30/2025

Certification ID: VCC1001517960

Vehicle Information

Vehicle Identification Number (VIN): 3C7WRMFL8KG631525

Vehicle License Plate: 78874W3

Vehicle Make:

Vehicle Model Year: 2019

Vehicle Model:

Business Information

Company/Entity Name: T & T Pavement Marking and Products, Inc.

Entity ID: E141295

Primary Address: 3276 W. Sussex Way, 3276 W. Sussex Way, Fresno, CA 93722, USA

CARB reserves the right to invalidate this certificate if the vehicle is found violating the Clean Truck Check requirements prior to the certificate expiration date.

Future certificates may be denied if the vehicle has any outstanding CARB Enforcement actions.

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To verify this certification: <https://cleantruckcheck.arb.ca.gov>.

CARB's Clean Truck Check team can be reached at hdim@arb.ca.gov.



Vehicle Compliance Certification

Issue Date: 9/30/2024

Start Date: 11/30/2024

Expiration Date: 5/30/2025

Certification ID: VCC1001517962

Vehicle Information

Vehicle Identification Number (VIN): 3C7WRMCL6KG535686

Vehicle License Plate: 64848W2

Vehicle Make:

Vehicle Model Year: 2019

Vehicle Model:

Business Information

Company/Entity Name: T & T Pavement Marking and Products, Inc.

Entity ID: E141295

Primary Address: 3276 W. Sussex Way, 3276 W. Sussex Way, Fresno, CA 93722, USA

CARB reserves the right to invalidate this certificate if the vehicle is found violating the Clean Truck Check requirements prior to the certificate expiration date.

Future certificates may be denied if the vehicle has any outstanding CARB Enforcement actions.

Non-compliant vehicles could also have their registration denied by the Department of Motor Vehicles.

This compliance certificate does not exempt the vehicle from emissions-related inspection or audit.

For more information on Clean Truck Check, visit <https://ww2.arb.ca.gov/cleantruckcheck>.

To verify this certification: <https://cleantruckcheck.arb.ca.gov>.

CARB's Clean Truck Check team can be reached at hdim@arb.ca.gov.

Entity Summary

Entity Name: T & T Pavement Marking and Products, Inc.	Entity DBA Name: T & T Pavement Markings and Products, Inc.	Entity Status: Active	Most Recent Issued Date - Affirmation of Fleet Wide Compliance: n/a
US DOT Number 3007812	CA PUC ID	CA MCP ID 0504952	MC or MX Number
IRP Account Number			

Affirmation of Fleet Wide Compliance

The Affirmation of Fleet Wide Compliance is annual. If Entity has recently added/deactivated vehicles to/from their fleet, Entity is required to update and re-attest its Affirmation of Fleet Wide Compliance within 30 calendar days of purchase/sale.

Attestation

- ☐ I certify (or affirm) under penalty of perjury under the laws of the State of California the following statements are true and correct, to the best of my knowledge:
1. The list of vehicles reported under this account contains all vehicles subject to the Clean Truck Check for which the account holder is responsible;

a. All applicable vehicles have been added to this list within 30 calendar days of purchase.

b. All applicable vehicles have been deactivated from this list within 30 calendar days of sale.

2. All reported information regarding the vehicles and account holder is accurate and true.
- Attest My Fleet

Cancel
- Print Affirmation of Fleetwide Compliance

Fleet Locations

Clear Filter

Reset Default Filter

Actions



Address Ver	Location N	Address Li	Address Li	City	State/Provi	Country	Postal Cod	Status	Actions
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No	Fresno	3276 W. Sussex Way	3276 W. Sussex Way	Fresno	CA	USA	93722	Active	Actions ▾
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1

20 items per page

Viewing 1 - 1 from 1 results

Vehicles ▾							
<div>Clear Filter</div>				<div>Reset Default Filter</div>			
				<div>Actions ▾</div>			
VIN	Location	Fuel Type	Compliance St	Comp. Cert. Ex	Compliance Ce	Fee Due Date	Actions
3C7WRKFLXKG583157	Fresno	Diesel	Compliant	2/28/2025	Download	8/31/2025	Actions ▾
JALE5W162L7306611	Fresno	Diesel	Compliant	4/30/2025	Download	10/31/2025	Actions ▾
3C7WRMFL8KG631525	Fresno	Diesel	Compliant	5/30/2025	Download	11/30/2025	Actions ▾
3C7WRMCL6KG535686	Fresno	Diesel	Compliant	5/30/2025	Download	11/30/2025	Actions ▾

1

20 items per page

Viewing 1 - 4 from 4 results

Test Details ▸				
<div>Clear Filter</div>			<div>Actions ▾</div>	
VIN	Recommended Test Type	Testing Frequency	Test Due Date	Latest Pass Test Date
3C7WRKFLXKG583157	OBD (Onboard Diagnostic)	Semi-Annual	08/31/2025 12:00:00 AM	12/03/2024 12:00:00 AM
3C7WRMFL8KG631525	OBD (Onboard Diagnostic)	Semi-Annual	05/30/2025 12:00:00 AM	09/28/2024 12:00:00 AM
3C7WRMCL6KG535686	OBD (Onboard Diagnostic)	Semi-Annual	05/30/2025 12:00:00 AM	09/28/2024 12:00:00 AM
JALE5W162L7306611	OBD (Onboard Diagnostic)	Semi-Annual	04/30/2025 12:00:00 AM	09/24/2024 12:00:00 AM

1

20 items per page

Viewing 1 - 4 from 4 results

Manage Users ▸						
<div>Clear Filter</div>			<div>Reset Default Filter</div>			
			<div>Actions ▾</div>			
Name	Security Role(s)	Location	Phone	Email	Status	Actions

Bid Summary
Fresno County Department of Public Works and Planning

Project: Herndon-Barstow Elementary High Intensity Activated Crosswalk (HAWK)
Contract No.: 24-17-C
State Project #: ATPL-5942(321)

Bid Opening: 1/16/2025
Award Date: 2/25/2025

Bidders

1 Avison Construction, Inc., 40434 Brickyard Dr., Madera, CA 93636
2 American Paving Co., 525 W Alluvial Ave Fresno CA93711

Avison Construction, Inc.

Subcontractors
T&T Pavement Markings and Products
C3 ELECTRIC INC

American Paving Co.

Subcontractors
AWP Safety
T&T Pavement Markings and Products
C3 ELECTRIC INC

				Engineer's Estimate		1		2	
ITEM NO.	QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)
1	20,000	\$	Supplement Work For Price Index Fluctuations	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00
2	1	LS	Traffic Control System	\$45,000.00	\$45,000.00	\$60,000.00	\$60,000.00	\$125,000.00	\$125,000.00
3	2	EA	Construction Project Funding Sign	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00	\$1,700.00	\$3,400.00
4	1	LS	Job Site Management	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$106,000.00	\$106,000.00
5	1	LS	Prepare And Implement Water Pollution Control Plan	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
6	29	SY	Remove And Dispose Concrete ADA Ramp	\$30.00	\$870.00	\$50.00	\$1,450.00	\$22.00	\$638.00
7	18	SY	Remove And Dispose Concrete Walkway	\$30.00	\$540.00	\$55.00	\$990.00	\$35.00	\$630.00
8	297	LF	Remove And Dispose Concrete Curb	\$20.00	\$5,940.00	\$10.00	\$2,970.00	\$4.25	\$1,262.25
9	51	LF	Remove And Dispose Concrete Curb And Gutter	\$20.00	\$1,020.00	\$20.00	\$1,020.00	\$9.00	\$459.00
10	86	SY	Remove And Dispose Stamped Concrete	\$30.00	\$2,580.00	\$45.00	\$3,870.00	\$13.00	\$1,118.00
11	316	SF	Remove And Dispose Concrete Sidewalk	\$30.00	\$9,480.00	\$12.00	\$3,792.00	\$3.00	\$948.00
12	6	EA	Remove And Dispose Sign And Post	\$500.00	\$3,000.00	\$100.00	\$600.00	\$90.00	\$540.00
13	7	EA	Remove And Dispose Channelizers	\$50.00	\$350.00	\$50.00	\$350.00	\$90.00	\$630.00
14	1	LS	Remove And Dispose Retroreflective Markers	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00
15	1	LS	Clearing And Grubbing	\$2,000.00	\$2,000.00	\$30,000.00	\$30,000.00	\$52,000.00	\$52,000.00
16	163	CY	Roadway Excavation - Final Pay Item	\$60.00	\$9,780.00	\$155.00	\$25,265.00	\$300.00	\$48,900.00
17	1	LS	Finishing Roadway	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00
18	30	CY	Class II Aggregate Base - Final Pay Item	\$100.00	\$3,000.00	\$270.00	\$8,100.00	\$300.00	\$9,000.00
19	1	TON	Fog Seal	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$5,500.00	\$5,500.00
20	1,540	SY	Cold Plane Asphalt	\$10.00	\$15,400.00	\$12.00	\$18,480.00	\$10.00	\$15,400.00
21	288	TON	Hot Mix Asphalt - 1/2" (Type A)	\$200.00	\$57,600.00	\$200.00	\$57,600.00	\$340.00	\$97,920.00
22	1	TON	Minor HMA (3/8") (Type E Dike)	\$300.00	\$300.00	\$500.00	\$500.00	\$700.00	\$700.00
23	365	LF	Place HMA 7 Inch Thick x 1 Foot Wide Plug	\$20.00	\$7,300.00	\$30.00	\$10,950.00	\$25.00	\$9,125.00
24	37	LF	Place HMA Dike (Type E)	\$15.00	\$555.00	\$80.00	\$2,960.00	\$70.00	\$2,590.00
25	1	TON	Tack Coat	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$5,500.00	\$5,500.00
26	3	EA	Adjust Storm Drain Manhole Lid to Grade	\$1,000.00	\$3,000.00	\$2,000.00	\$6,000.00	\$1,250.00	\$3,750.00
27	151	SY	Concrete ADA Ramp, Sidewalk, Walkway, Electrical Pad (N	\$115.00	\$17,365.00	\$140.00	\$21,140.00	\$100.00	\$15,100.00
28	342	LF	Concrete Median Island Curb (Minor Concrete)	\$50.00	\$17,100.00	\$52.00	\$17,784.00	\$44.00	\$15,048.00
29	120	LF	Concrete Curb And Gutter (Minor Concrete)	\$65.00	\$7,800.00	\$83.00	\$9,960.00	\$67.00	\$8,040.00
30	102	SF	Detectable Warning Device	\$40.00	\$4,080.00	\$47.00	\$4,794.00	\$50.00	\$5,100.00
31	113	SY	Stamped Concrete (Median)	\$200.00	\$22,600.00	\$139.00	\$15,707.00	\$135.00	\$15,255.00
32	16	EA	Install Sign And Post	\$700.00	\$11,200.00	\$700.00	\$11,200.00	\$500.00	\$8,000.00
33	7	EA	Install New Channelizers	\$100.00	\$700.00	\$250.00	\$1,750.00	\$160.00	\$1,120.00
34	88	EA	Retroreflective Pavement Marker (Type H)	\$10.00	\$880.00	\$14.00	\$1,232.00	\$9.00	\$792.00
35	1	EA	Fire Hydrant Marker Blue	\$55.00	\$55.00	\$130.00	\$130.00	\$90.00	\$90.00
36	468	LF	Thermoplastic Traffic Stripe (Detail 39)	\$1.00	\$468.00	\$3.00	\$1,404.00	\$2.00	\$936.00
37	655	LF	Paint Traffic Stripe (Detail 39)	\$1.00	\$655.00	\$2.00	\$1,310.00	\$1.50	\$982.50
38	810	LF	Paint Traffic Stripe (Detail 39A)	\$1.00	\$810.00	\$2.00	\$1,620.00	\$1.50	\$1,215.00
39	458	LF	Paint 6" White Diagonal (Buffer)	\$0.60	\$274.80	\$2.00	\$916.00	\$1.50	\$687.00
40	346	LF	Thermoplastic 8" White Diagonal (Buffer)	\$1.00	\$346.00	\$4.00	\$1,384.00	\$2.70	\$934.20
41	1,945	LF	Thermoplastic Traffic Stripe (Detail 27B)	\$1.00	\$1,945.00	\$3.00	\$5,835.00	\$2.00	\$3,890.00
42	54	LF	Thermoplastic 12" Stop Bar Line	\$5.00	\$270.00	\$5.00	\$270.00	\$3.50	\$189.00
43	308	LF	Paint Red Curb	\$10.00	\$3,080.00	\$2.00	\$616.00	\$1.50	\$462.00
44	42	SF	Paint Pavement Marking (A24C) (Bike Arrow And Bike Sym	\$10.00	\$420.00	\$5.00	\$210.00	\$3.50	\$147.00
45	238	SF	Thermoplastic Pavement Markings (A24D) (Arrow, Xing, Sc	\$10.00	\$2,380.00	\$5.00	\$1,190.00	\$3.50	\$833.00
46	432	SF	Thermoplastic Crosswalk Stripe (A24F) (Yellow Continental	\$7.00	\$3,024.00	\$5.00	\$2,160.00	\$3.50	\$1,512.00
47	691	SF	Remove Pavement Markings (Arrow, Xing, School, Slow, A	\$10.00	\$6,910.00	\$6.00	\$4,146.00	\$4.50	\$3,109.50
48	1,847	LF	Remove Thermoplastic Striping	\$12.00	\$22,164.00	\$5.00	\$9,235.00	\$4.00	\$7,388.00
49	1	LS	Remove Flashing Beacon	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00
50	1	LS	Furnish And Install High-Intensity Activated Crosswalk (HA	\$350,000.00	\$350,000.00	\$205,000.00	\$205,000.00	\$195,000.00	\$195,000.00
51	1	LS	Mobilization	\$32,924.00	\$32,924.00	\$57,000.00	\$57,000.00	\$40,000.00	\$40,000.00
TOTAL BID (ITEMS 1-51)				\$742,165.80		\$661,990.00		\$861,840.45	



CALVALL-03

RVOSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBudo & DeFendis Insurance Brokers, LLC 6873 N. West Ave, Ste 101 Fresno, CA 93711	CONTACT NAME: Roberta Voss PHONE (A/C, No, Ext): (559) 437-6632 FAX (A/C, No): (559) 437-6633 E-MAIL ADDRESS: roberta.voss@dibu.com
INSURED Avison Construction, Inc. 40434 Brickyard Drive Madera, CA 93636	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty Company of America 25674 INSURER B : Travelers Indemnity Company of Connecticut 25682 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		DT22CO4G178289TIL24	10/21/2024	10/21/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8106N9712472426G	10/21/2024	10/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0K3120962426	10/21/2024	10/21/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB9J6059292526G	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
IF ANY FORMS ARE REFERENCED BELOW OR ATTACHED TO AND PART OF THIS CERTIFICATE, THEY WILL APPLY AS REQUIRED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT BETWEEN THE LISTED PARTIES AND THE INSURED AND ARE SUBJECT TO THE POLICY PROVISIONS. IN THE ABSENCE OF SUCH WRITTEN CONTRACT OR WRITTEN AGREEMENT, THE REFERENCED OR ATTACHED FORMS MAY NOT BE APPLICABLE.

General Liability Property Damage Deductible - \$5,000 per occurrence

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

County of Fresno Department of Public Works & Planning 2220 Tulare Street Sixth Floor Fresno, CA 93721	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY DiBuduo & DeFendis Insurance Brokers, LLC	License # 0E02096	NAMED INSURED Avison Construction, Inc. 40434 Brickyard Drive Madera, CA 93636
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The certificate holder, its officers and employees are hereby named as additional insured as respects General Liability per form CGD246 04/19 attached. The insurance shall be primary as respects to General Liability per form CGT100 02/19 attached. 30 day cancellation applies to General Liability, Automobile Liability and Umbrella per form ILT 405 05/19 attached and as respects to Workers' Compensation per form WC9906 attached. RE: Herndon-Barstow Elementary High Intensity Activated Crosswalk (HAWK) Contract No. 24-17-C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured, which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others**To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30 Days

PERSON OR

ORGANIZATION: County of Fresno
Department of Pubic Works and Planning

ADDRESS: 2220 Tulare Street Sixth Floor
Fresno, CA 93721

RE: Herndon-Barstow Elementary High Intensity
Activated Crosswalk (HAWK) Contract No. 24-17-C

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: UB9J6059292526G

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to PART SIX – CONDITIONS:

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
County of Fresno Department of Public Works and Planning 2220 Tulare Street Sixth Floor Fresno, CA 93721	30 Days



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER:

Name and Address of Designated Persons or Organizations:

Number of
Days Notice



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER:

Name and Address of Designated Persons or Organizations:

Number of
Days Notice

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: - - ST ASSIGN:

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Page 3 of 3

SPECIFICATIONS

HERNDON-BARSTOW ELEMENTARY HIGH INTENSITY ACTIVATED CROSSWALK (HAWK)

STATE PROJECT NUMBER: ATPL-5942(321)

BUDGET / ACCOUNT: 4510 / 7370



Department of Public Works and Planning

CONTRACT NUMBER 24-17-C

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COVER SHEET

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Self-Dealing Transactions Disclosure Form

BID BOOK

Bidder's Declaration
Bid Form
Abbreviations Used
Bid Security and Signature
Non-Collusion Declaration
Public Contract Code
Subcontractor List
General Requirements for In-Use Off-Road Diesel-Fueled Fleets
Certifications
Opt-Out of Asphalt Concrete Price Fluctuations Form
Guaranty

AGREEMENT

Agreement

PLANS

COUNTY ADOPTION AND ACKNOWLEDGEMENT
PROJECT: PROJECT NAME
CONTRACT NUMBER: 24-17-C

Ernest Buddy Mendes, Chairman	4th District
Garry Bredefeld, Vice Chairman	2nd District
Brian Pacheco	1st District
Luis Chavez	3rd District
Nathan Magsig	5th District

Paul Nerland, County Administrative Officer

Steve White Digitally signed by Steve White
Date: 2024.12.17 15:24:27
-08'00'

Steven E. White, Director
Department of Public Works and Planning

Date



Date Signed: 12/17/24

Supervising Engineer: _____

A handwritten signature in black ink, appearing to read "Sebastian Artal", written over a horizontal line.

Sebastian Artal, PE 76724

FRESNO COUNTY
Department of Public Works and Planning
m/a 2220 Tulare Street, Suite 720
Fresno, CA 93721-2106

NOTICE TO BIDDERS

Sealed proposals will be received at:

<https://www.bidexpress.com/businesses/36473/home>

and at the Fresno County Department of Public Works and Planning (Department), Office of the Design Engineer, Seventh Floor, Fresno County Plaza Building, 2220 Tulare Street, Fresno, CA 93721 until

**2:00 P.M., (1400 hours and 00 seconds)
Thursday, January 16, 2025**

If you have any questions about bid submission, please contact us at DesignServices@fresnocountyca.gov or call (559) 600-4543 or (559) 353-4919.

Promptly following the closing of the bidding all timely submitted bids will be publicly opened and viewable via a livestream (the link for which will be posted at <http://www.fresnocountyca.gov/planholders>) for construction in accordance with the project specifications therefor, to which special reference is made as follows:

**HERNDON-BARSTOW ELEMENTARY HIGH INTENSITY ACTIVATED
CROSSWALK (HAWK)**

STATE PROJECT NUMBER: ATPL-5942(321)

CONTRACT NUMBER 24-17-C

The work to be done consists, in general, of relocating the existing crosswalk, demolishing an existing left turn pocket, widening a section of Grantland Avenue to construct a new sidewalk with curb, gutter, and ADA curb ramps, and installing a High Intensity Activated Crosswalk (HAWK), [also known as a Pedestrian Hybrid Beacon (PHB)] system at the new crosswalk near Herndon-Barstow Elementary School. The existing flashing beacons will also be removed as part of the project. All on-site work will be performed while school is out of session, between June 16, 2025 and August 13, 2025.

Complete the first order of work for submittals and ordering materials/equipment within 30 working days (Specifications Special Provisions Section 8-1.04C(1)).

Complete the second order of work at the site within 35 working days (Specifications Special Provisions Section 8-1.04C(2)).

This project is subject to the contracting requirements and implementing regulations as amended in Title 13, Section 2449 General Requirements for In-Use Off-Road Diesel-Fueled Fleets, of the California Code of Regulations (13 CCR § 2449(i)). Bidders must submit a valid Certificate of Reported Compliance (CRC) issued by the California Air Resources Control Board at the time of bidding. Bidders are responsible for submitting their listed subcontractors' CRCs and any supporting

documentation within five (5) calendar days of bid opening. Failure to submit the required CRCs may render a bid non-responsive.

Bidders may fill out a Request to be Added to Planholders list:

<https://www.fresnocountyca.gov/Departments/Public-Works-and-Planning/Construction-Bidding-Opportunities/Request-to-Be-Added-to-the-Planholders-List-Form>

Requesters will then be listed as a planholder for the project on the website and receive notifications and addenda issued for the project.

Prospective bidders may also select the project on www.BidExpress.com. Those that demonstrate interest in the project will be added to the planholders list, and receive notifications and addenda issued for the project.

Planholder and exchange/publication names may be obtained from the Fresno County website at <http://www.fresnocountyca.gov/planholders>.

Electronic copies, in “.pdf” file format, of the official project plans and specifications, bid books and proposal sheets, and such additional supplemental project information as may be provided, are available to view, download, and print at <http://www.fresnocountyca.gov/planholders>.

If a bidder is unable to submit a bid via Bid Express, Bid Books, which contain bid proposal sheets necessary to submit a bid, may be obtained within the Specifications documents posted on the Fresno County website.

Electronic bids shall be submitted via the Bid Express website. Hardcopy bids shall be submitted in a sealed envelope addressed to the Department and labeled with the name of the bidder, contract number, name of the project, and the statement “Do Not Open Until The Time Of Bid Opening.”

Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bid. You must either attach an electronic bid bond or provide an original bid bond (or other form of bid security authorized by Public Contract Code section 20129(a)), prior to the bid opening. Bid security shall be made in favor of the County of Fresno.

Hardcopy bid bonds shall be submitted in a sealed envelope addressed to the Department and labeled with the name of the bidder, the name of the project and the statement “Do Not Open Until The Time Of Bid Opening – BID BOND”.

A Summary of Bids and a list of subcontractors for the apparent low bidder will be posted at the above listed website, generally within 24 hours of the Bid Opening.

All questions regarding this project shall be in writing and shall be received by the Department of Public Works and Planning, Design Division, no later than 2:00 P.M. on the seventh (7th) calendar day before bid opening. Any questions received after this deadline will not receive a response unless the Department of Public Works and Planning elects to issue an addendum to revise the bid opening date. In the event that the bid opening date is revised, the deadline for questions will be

extended to no later than 2:00 P.M. on the seventh (7th) calendar day before the revised bid opening date. Questions shall be submitted on the "Request for Clarification Form" provided on our website:

<http://www.fresnocountyca.gov/Departments/Public-Works-and-Planning/Construction-Bidding-Opportunities/24-17-C-Herndon-Barstow-Elementary-High-Intensity-Activated-Crosswalk-HAWK/Request-for-Clarification-Form>

Any changes to, or clarification of, the project plans and specifications shall be in the form of a written addendum issued to planholders of record. Questions that prompt a change or clarification shall be included in the addendum with the subsequent answer.

Any oral explanation or interpretations given to this project are not binding.

No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 3, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document. A valid California Contractor's License, **Class A (General Engineering) OR C-12 (Earthwork and Paving)**, is required for this project.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Fresno, Department of Public Works and Planning, 2220 Tulare Street, Sixth Floor, Fresno CA 93721-2104 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code section 12990.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Bids are required for the entire work described herein. Bids will be compared on the basis of the cumulative sum of the bid amounts listed for the individual line items.

The successful bidder shall furnish a faithful performance bond in the amount of 100 percent of the contract amount and a payment bond in the amount of 100 percent of the contract amount. Each bond specified in this Notice (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248.

Each bond specified in this Notice shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than **A** and a financial size designation of less than **VIII**. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

Pursuant to Public Contract Code section 22300, substitution of securities for any moneys withheld by the County of Fresno to ensure performance under the contract shall be permitted.

The Board of Supervisors reserves the right to reject any or all bids.

Board of Supervisors, County of Fresno

Paul Nerland, County Administrative Officer

Bernice E. Seidel, Clerk of the Board

Issue Date: December 17, 2024

Special Provisions

DIVISION I GENERAL PROVISIONS

1 GENERAL

1-1.01 GENERAL

Add to the beginning of Section 1:

The work is done in accordance with the 2023 *Standard Specifications*, 2023 *Standard Plans* and the following special provisions.

Where these special provisions indicate to replace, add to, delete, delete from, or otherwise modify a "section," or a portion thereof, the section or portion thereof to which such modification is to be applied is the section or portion thereof with the corresponding numbering in the 2023 *Standard Specifications*.

Revised standard plans apply if listed on the "List of Revised Standard Plans," if any, in these special provisions; or if shown or referenced on the project plans or in the project details section of the book entitled "Specifications."

In case of conflict between the *Standard Specifications* and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

Add to the end of section 1-1.01:

Bid Items and Applicable Sections

Item Description	Applicable Section
SUPPLEMENT WORK FOR PRICE INDEX FLUCTUATIONS	9
TRAFFIC CONTROL SYSTEM	12
CONSTRUCTION PROJECT FUNDING SIGN	12
JOB SITE MANAGEMENT	13
PREPARE AND IMPLEMENT WATER POLLUTION CONTROL PLAN	13
REMOVE AND DISPOSE CONCRETE ADA RAMP	15
REMOVE AND DISPOSE CONCRETE WALKWAY	15
REMOVE AND DISPOSE CONCRETE CURB	15
REMOVE AND DISPOSE CONCRETE CURB AND GUTTER	15
REMOVE AND DISPOSE STAMPED CONCRETE	15
REMOVE AND DISPOSE CONCRETE SIDEWALK	15
REMOVE AND DISPOSE SIGN AND POST	15
REMOVE AND DISPOSE CHANNELIZERS	15
REMOVE AND DISPOSE RETROREFLECTIVE MARKERS	15
CLEARING AND GRUBBING	17
ROADWAY EXCAVATION	19
FINISHING ROADWAY	22
CLASS II AGGREGATE BASE	26
FOG SEAL	37
COLD PLANE ASPHALT	39
HOT MIX ASPHALT - 1/2" (TYPE A)	39
MINOR HMA – 3/8" (DIKE)	39

PLACE HMA 7 INCH THCK x 1 FOOT WIDE PLUG	39
PLACE HMA DIKE TYPE E	39
TACK COAT	39
ADJUST STORMDRAIN MANHOLE LID TO GRADE	70
CONCRETE ADA RAMP, SIDEWALK, WALKWAY, ELECTRICAL PAD (MINOR CONCRETE)	73
CONCRETE MEDIAN ISLAND CURB (MINOR CONCRETE)	73
CONCRETE CURB AND GUTTER (MINOR CONCRETE)	73
DETECTABLE WARNING DEVICE	73
STAMPED CONCRETE (MEDIAN)	73
INSTALL SIGN AND POST	82
INSTALL NEW CHANNELIZERS	82
RETROREFLECTIVE PAVEMENT MARKER (TYPE H)	82
FIRE HYDRANT MARKER BLUE	82
THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39)	84
PAINT TRAFFIC STRIPE (DETAIL 39)	84
PAINT TRAFFIC STRIPE (DETAIL 39A)	84
PAINT 6" WHITE DIAGONAL (BUFFER)	84
THERMOPLASTIC 8" WHITE DIAGONAL (BUFFER)	84
THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27B)	84
THERMOPLASTIC 12" STOP BAR LINE	84
PAINT RED CURB	84
PAINT PAVEMENT MARKING (A24C) (BIKE ARROW AND BIKE SYMBOL)	84
THERMOPLASTIC PAVEMENT MARKINGS (A24D) (ARROW, SIGN, SCHOOL)	84
THERMOPLASTIC CROSSWALK STRIPE (A24F) (YELLOW CONTINENTAL)	84
REMOVE PAVEMENT MARKINGS (ARROW, XING, SCHOOL, SLOW, AND CONTINENTAL CROSSWALK)	84
REMOVE THERMOPLASTIC STRIPING	84
REMOVE FLASHING BEACON	86
FURNISH AND INSTALL HIGH-INTENSITY ACTIVATED CROSSWALK (HAWK)	86
MOBILIZATION	9

Add to the 1st table of section 1-1.06:

SJVAPCD	San Joaquin Valley air pollution control district
METS	Caltrans Material Engineering and Testing Services

Add to section 1-1.06:

Abbreviations in the Bid Items and Applicable Sections are also used in the Bid Item List - Proposal 2.

Add or Replace items in Section 1-1.07 with:

Authorized Facility Audit List: Caltrans-developed list of facilities. For the Authorized Facility Audit List, go the METS website.

Authorized Material List: Caltrans-developed list of authorized materials. For the Authorized Material List go to the METS website.

Authorized Material Source List: Caltrans-developed list of authorized source materials. For the Authorized Material Source List go to the METS website.

Bid Item List: List of bid items, units of measure, and the associated quantities. The verified Bid Item List is the Bid Item List with verified prices. The Contract Proposal (Proposal 2) of Low Bidder at the Department's website is the verified Bid Item List. After contract award, interpret a reference to the Bid Item List as a reference to the verified Bid Item List.

Caltrans: State of California Department of Transportation

County: The County of Fresno

Department: The Fresno County Board of Supervisors and its authorized representatives.

District Office: County of Fresno Department of Public Works and Planning

Director: Department's Chairman

Engineer: The County's Director of Public Works and Planning, acting through their authorized designees.

federal-aid contract: Contract that has a federal-aid project number on the cover of the *Specifications*.

holiday: Holiday shown in the following table:

Holidays	
Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1 st
Birthday of Martin Luther King, Jr.	3rd Monday in January
Presidents' Day	3rd Monday in February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25 th

If January 1st, March 31st, June 19th, July 4th, November 11th, or December 25th fall on a Sunday, the Monday following is a holiday. If January 1st, March 31st, July 4th, November 11th, or December 25th fall on a Saturday, the preceding Friday is a holiday.

Office engineer: The Director of Public Works and Planning for the County of Fresno

permanent erosion control establishment period: Number of working days shown in Section 8-1.04 for permanent erosion control establishment work.

plans: Standard plans, revised standard plans, and project plans.

1. **standard plans:** Drawings standard to Department construction projects. These plans are in a book titled *Standard Plans*.
2. **revised standard plans:** New or revised standard plans. These plans are listed in the *List of Revised Standard Plans* in a book titled *Specifications*.

3. **project plans:** Drawings specific to the project, including authorized shop drawings. These plans also include a section titled *Project Details* of a book titled *Specifications*.

specifications: Standard specifications, revised standard specifications, and special provisions.

1. **standard specifications:** Specifications standard to Department construction projects. These specifications are in a book titled *Standard Specifications*.
2. **special provisions:** Specifications specific to the project. These specifications are in a section titled *Special Provisions* of a book titled *Specifications*.

Replace Section 1-1.08 with:

1-1.08 DISTRICTS

Not Used

Add to the end of Section 1-1.09

This project is not in a freeze-thaw area.

Replace Section 1-1.10 with:

1-1.10 PAVEMENT CLIMATE REGIONS

To help account for the effects of various climatic conditions on pavement performance, the State has been divided into 9 climate regions. The project's pavement climate region is in land valley.

Replace Section 1-1.11 with:

1-1.11 WEBSITES, ADDRESSES, AND TELEPHONE NUMBERS

Websites, Addresses, and Telephone Numbers

Reference or agency or department unit	Website	Address	Telephone no.
Authorized Material Lists Authorized Material Source Lists	https://dot.ca.gov/programs/engineering-services/authorized-materials-lists	--	--
CA Unified Certification Program's list of certified DBEs	https://californiaucp.dbesystem.com	--	--
California MUTCD	https://dot.ca.gov/programs/safety-programs/camutcd	--	--
Department	https://www.fresnocountyca.gov	2220 Tulare Street Design Division – Seventh Floor Fresno, CA 93721	(559) 600-9908
Department of Conservation, Office of Mine Reclamation	http://www.conservation.ca.gov/dmr/	--	--
Department of Industrial Relations	http://www.dir.ca.gov	455 Golden Gate Ave San Francisco CA 94102	--
Design Services - Contract Administration, Planholders, Bid Results	https://www.fresnocountyca.gov/planholders	2220 Tulare Street Design Division – Seventh Floor Fresno, CA 93721	Tel: (559) 353-4919 Fax: (559) 455-4609 Email: DesignServices@fresnocountyca.gov
Division of Accounting, Office of External Accounts Payable	https://dot.ca.gov/programs/accounting	Major Construction Payment and Information Unit Office of External Accounts Payable Division of Accounting Department of Transportation P.O. Box 168043 Sacramento, CA 95816-8043	(916) 227-9013
Division of Construction	http://www.dot.ca.gov/hq/construc/	--	--
Geotechnical Services	https://dot.ca.gov/programs/engineering-services	Geotechnical Services Department of Transportation 5900 Folsom Blvd Sacramento, CA 95819-4612	(916) 227-7000
METS	https://dot.ca.gov/programs/engineering-services	Materials Engineering and Testing Services Department of Transportation 5900 Folsom Blvd Sacramento, CA 95819-4612	(916) 227-7000
MPQP	https://dot.ca.gov/programs/construction/material-plant-quality-program	--	--

Office Engineer	--	Director of Public Works & Planning Fresno County 2220 Tulare St, 8 th Floor Fresno, CA 93721	(559) 600-4078
Office of Electrical Systems Regional Transportation Management Center	--	Office of Electrical Systems Regional Transportation Management Center 3165 Gold Valley Dr Rancho Cordova, CA 95742	
Offices of Structure Design, Documents Unit	--	MSC 9-4/4I Documents Unit Offices of Structure Design Department of Transportation 1801 30th St Sacramento, CA 95816-7006	(916) 227-0716
Publication Distribution Unit	--	Publication Unit Department of Transportation 1900 Royal Oaks Dr Sacramento, CA 95815-3800	--

Replace Section 1-1.12 with:

1-1.12 MISCELLANY

Make checks and bonds payable to the County of Fresno.

2 BIDDING

2-1.01 GENERAL

Section 2 includes specifications related to bid eligibility and the bidding process.

2-1.02 BID INELIGIBILITY

A firm that has provided architectural or engineering services to the Department for this contract before bid submittal for this contract is prohibited from any of the following:

1. Submitting a bid
2. Subcontracting for a part of the work
3. Supplying materials

2-1.03 CONTRACTOR REGISTRATION

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Replace Section 2-1.04 with:

2-1.04 PREBID OUTREACH MEETING

Section 2-1.04 applies if a mandatory prebid meeting is shown on the Notice to Bidders.

The Department may conduct a meeting to provide access to the site and/or discuss the project in the presence of County staff.

Each bidder must attend the meeting. The bidder's representative must be a company officer, project superintendent, or project estimator. For a joint venture, one of the parties must attend the mandatory prebid meeting.

The Department does not accept a bid from a bidder who did not attend the meeting.

A sign-in will be used to identify the attendees. Each bidder must include the name and title of the company representative attending the meeting.

The Department may hold a single prebid meeting for more than one contract. Sign in for the contract you intend to bid on. If you are bidding on multiple contracts, sign-in for each contract you intend to bid on. The sign-in lists, with the names of all companies in attendance at each prebid meeting, will be made available at the website shown on the Notice to Bidders for bidder inquiries.

Replace Section 2-1.06 with:

2-1.06 BID DOCUMENTS

2-1.06A General

The *Bid* book includes bid forms and certifications and may be requested from Design Services and are available online at <http://www.BidExpress.com>.

The *Specifications* includes the *Notice to Bidders*, project details, and special provisions.

The *Specifications*, project plans, and any addenda to these documents may be accessed at the planholders website at <https://www.fresnocountyca.gov/planholders>.

The *Standard Specifications* and *Standard Plans* may be accessed online at <https://www.fresnocountyca.gov/files/sharedassets/county/v/2/public-works-and-planning/design/construction-bidding-opportunities/2023-standard-specs.pdf>

2-1.06B Supplemental Project Information

No supplemental project information is available for this project.

The Department makes the following supplemental project information available:

Supplemental Project Information

Where Available	Description
Included in Project Details	<ul style="list-style-type: none">• Location Map• Construction Funding Signs

If as-built drawings are available, they may not show existing dimensions and conditions. Where new construction dimensions are dependent on existing bridge dimensions, verify the field dimensions and adjust the dimensions of the work to fit the existing conditions.

Replace Section 2-1.12 with:

2-1.12 RESERVED

Replace Section 2-1.15 with:

2-1.15 RESERVED

Replace Section 2-1.18 with:

2-1.18 RESERVED

Replace Section 2-1.27 with:

2-1.27 RESERVED

Replace Section 2-1.33 with:

2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL

2-1.33A General

Complete forms in the *Bid* book.

Certain bid forms must be submitted with the bid and properly executed.

Certain other forms and information must be submitted either with the bid or within the prescribed period after bid opening as specified elsewhere in these special provisions.

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

Electronic Bids: Complete and submit the bid online at <http://www.BidExpress.com> (Section 2-1.33). Your electronic signature is your confirmation of and agreement to all certifications and statements contained in the Bid book. On forms and certifications that you submit through the electronic bidding service, you agree that each form and certification where a signature is required is deemed as having your signature.

Hardcopy Bid: Submit a hardcopy bid:

1. Under sealed cover
2. Marked as a bid
3. Identifying the contract number and the bid opening date
4. Use ink or typewriter

2-1.33B Bid Item List and Bid Comparison

Submit a bid based on the bid item quantities the Department shows on the Bid Item List (Proposal 2). Bids will be evaluated and the low bidder determined as indicated in the *Notice to Bidders*.

Do not submit an unbalanced bid. An unbalanced bid is one in which one or more bid items is/are considered by the Department to have been bid at an amount that is unreasonably high or unreasonably low. A bid may be considered to be non-responsive and may be rejected if it is considered by the Department to be unbalanced.

2-1.33C Bid Document Completion

Proposal items are identified by title and by the word "Proposal" followed by the number assigned to the proposal item in question. Proposal items are included in the *Bid Book*.

2-1.33C(1) Proposal 1 - Proposal to the Board of Supervisors of Fresno County

2-1.33C(2) Proposal 2 - Bid Item List

One or more sheet(s) or list(s) upon which the bidder completes the bid.

Fill out completely including a unit price and total for each unit price-based item and a total for each lump sum item.

Do not make any additions such as "plus tax", "plus freight", or conditions such as "less 2% if paid by 15th".

Use ink or typewriter for paper bids.

2-1.33C(3) Proposal 3 - Evaluation of Bid Item List

Describes how inconsistencies and irregularities are evaluated and corrected when Design Services reviews the Bid Item List.

2-1.33C(4) Proposal 4 - Bid Security and Signature

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

- Cash
- Cashier's check
- Certified check
- Signed bidder's bond by an admitted surety insurer

Indicate type of bid security provided.

- Cash – Acceptable but not recommended. Cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.
- Cashier's or Certified Checks. This type of security is held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract is fully executed by the bidder and bonds and insurance have been approved.
- Bid Bonds - Must be signed by the bidder and by the attorney-in-fact for the bonding company. Provide notarized signature of attorney-in-fact accompanied by bonding company's affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection.

Bonding companies may provide their own bid bond forms. Bid Security and Signature sections must be completed by the bidder and submitted with their bid.

Provide contractor's license information.

State business name and if business is a:

- Corporation - list officers
- Partnership - list partners
- Joint Venture - list members; if members are corporations or partnerships, list their officers or partners.
- Individual - list Owner's name and firm name style

Signature of Bidder - the following lists types of companies and corresponding authorized signers.

- Corporation - by an officer
- Partnership - by a partner
- Joint Venture - by a member
- Individual - by the Owner

If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be accompanied by a power of attorney authorizing the individual to sign the bid in question or to sign bids more generally, otherwise the bid may be rejected.

Business Address - Firm's Street Address

Mailing Address - P.O. Box or Street Address

Complete, sign, and return with bid.

2-1.33C(5) Proposal 5 - Noncollusion Declaration

Must be completed, signed, and returned with bid.

2-1.33C(6) Proposal 6 - Public Contract Code Section 10285.1 Statement

Select "has" or "has not" in accordance with instructions on form, return with completed for with bid. Note that signing the bid constitutes signing this statement.

2-1.33C(7) Proposal 7 - Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement

Select: "yes" or "no" accordance with instructions on form, include explanation if "yes" is selected. Return completed form with bid. Note that signing the bid constitutes signing this questionnaire and statement.

2-1.33C(8) Proposal 8 - Subcontractors

Sheet(s) or spaces where bidders list subcontractors. List each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

The *Subcontractor List* submitted with the bid must show the name, location of business, work portions to be performed, Department of Industrial Relations registration number, and the contractor's license number for each subcontractor listed.

- Use subcontractor's business name style as registered with the License Board.
- Specify the city in which the subcontractor's business is located and the state if other than California.
- Description of the work to be performed by the subcontractor. Indicate with bid item numbers from the bid item list and/or work descriptions similar to those on bid item list.
- List contractor's license number and Department of Industrial Relations registration number for each subcontractor.

Upon request from Design Services, provide the following additional information within 24 hours of bid opening if not included on the *Subcontractor List* submitted with the bid:

- Complete physical address for each subcontractor listed.
- Percentage of the total bid or dollar amount associated with each subcontractor listed.

2-1.33C(9) Proposal 9 -Title 13, California Code of Regulations § 2449(i) General Requirements for In-Use Off-Road Diesel-Fueled Fleets

Contractors, if applicable, must submit valid Certificates of Reported Compliance with their bid. Subcontractor certificates will be due no later than 4:00 p.m. on the fifth (5th) calendar day after the bid opening if not submitted with the bid.

Proposal 10-17 Not used

2-1.33C(18) Opt Out of Payment Adjustments for Price Index Fluctuations – Proposal 18

You may opt out of the payment adjustments for price index fluctuations specified in section 9-1.07. To opt out, submit a completed *Opt Out of Payment Adjustments for Price Index Fluctuations* form with your bid.

2-1.33C(19) Guaranty – Proposal 19

Does not need to be signed with the bid. Part of the contract which must be signed by the contractor when contract is executed.

2-1.33D Electronic Bid Document Completion

Electronic versions of the bid book documents are available online at <http://www.BidExpress.com>, and may be submitted through that website.

You must either attach an electronic bid bond or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)), prior to the bid opening.

Bidders submitting online may use one of the accepted electronic sureties (SurePath or Tinubu) to submit their bid bond; or may submit cash, cashier's check, certified check, or a bidder bond to Design Services at 2220 Tulare St., Seventh Floor, Fresno, CA 93721. Those submitting bid bonds directly to Design Services must submit their bid bond:

1. Under sealed cover
2. Marked as a bid-bond
3. Identifying the contract number and the bid opening date on the cover

Replace Section 2-1.34 with:

2-1.34 BIDDER'S SECURITY

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cash
2. Cashier's check
3. Certified check
4. Signed bidder's bond by an admitted surety insurer
5. Electronic bidder's bond by an admitted surety insurer submitted using an electronic registry service approved by the Department

Submit cash, cashier's check, certified check, or bidder's bond with a paper bid.

Submit an electronic bidder's bond with the electronic bid or submit cash, cashier's check, certified check, or bidder's bond before the bid opening time.

Replace Section 2-1.40 with:

2-1.40 BID WITHDRAWAL

1. An authorized agent may withdraw a bid before the bid opening date and time by submitting a written bid withdrawal request at the location where the bid was submitted. Withdrawing a bid does not prevent you from submitting a new bid. An authorized agent is an individual authorized to submit a bid.
2. A bidder may withdraw or revise a bid after it has been submitted to the electronic bidding service if this is done before the bid opening date and time.
3. After the bid opening time, you cannot withdraw a bid.

2-1.41–2-1.42 RESERVED

2-1.43 BID OPENING

The Department publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

2-1.44–2-1.45 RESERVED

2-1.46 DEPARTMENT'S DECISION ON BID

The Department's decision on the bid amount is final.

The Department may reject:

1. All bids

2. A nonresponsive bid
3. A bid from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a bid on the project

Replace Section 2-1.47 with:

2-1.47 BID RELIEF

The Department may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief via email to Design Services at the address listed in the table in Section 1-1.11.

Add Section 2-1.51:

2-1.51 DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the contractor is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the contractor changes its status to operate as a corporation.

Members of the contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while contractor is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form which is included in *Project Details* of these special provisions.

In the event that the Contractor (to whom the project is awarded) is operating as a corporation or incorporates during the course of the construction contract, and any member of its board of directors is engaged or intends to become engaged in self-dealing transaction(s), each member of its board of directors who is engaged or intends to become engaged in a self-dealing transaction or transactions must complete and submit to the County a completed Self-Dealing Transaction Disclosure Form (in Project Details) for each such transaction prior to engaging therein or immediately thereafter.

3 CONTRACT AWARD AND EXECUTION

Replace Section 3 with:

3-1.01 GENERAL

Section 3 includes specifications related to contract award and execution.

3-1.02 CONSIDERATION OF BIDS

3-1.02A General

Bids will be compared on the basis listed in the Notice to Bidders.

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

3-1.03 CONTRACTOR REGISTRATION

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

3-1.04 CONTRACT AWARD

3-1.04A BID PROTEST PROCEDURES

Any bid protest must be submitted in writing and delivered by the Bidder by either of the following means: (1) via e-mail to DesignServices@fresnocountyca.gov; or (2) via certified mail, return receipt requested to the following address: Design Division, Department of Public Works and Planning, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721.

The bid protest must be received no later than 5:00 p.m. of the seventh (7th) calendar day following the bid opening for any issues found within the bid itself, or 5:00 p.m. of the third (3rd) calendar day following the deadline for submittal of the specific bid document(s) placed at issue by the protest.

Any Bidder filing a protest is encouraged to submit the bid protest via e-mail, because the deadline is based on the Department's receipt of the bid protest. A bid protest accordingly may be rejected as untimely if it is not received by the deadline, regardless of the date on which it was postmarked. The Bidder's compliance with the following additional procedures also is mandatory:

- a. The initial protest document shall contain a complete statement of the grounds for the protest, including a detailed statement of the factual basis and any supporting legal authority.
- b. The protest shall identify and address the specific portion of the document(s) forming the basis for the protest.
- c. The protest shall include the name, address and telephone number of the person representing the protesting party.
- d. The Department will provide a copy of the initial protest document and any attached documentation to all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- e. The Board of Supervisors will issue a decision on the protest. If the Board of Supervisors determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
- f. The procedure and time limits set forth herein are mandatory and are the Bidder's sole and exclusive remedy in the event of a bid protest. Failure by the Bidder to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including the subsequent filing of a Government Code Claim or legal proceedings.

3-1.04B AWARD PERIOD

If the Department awards the contract, the award is made to the lowest responsible bidder within 54 calendar days after bid opening.

The Department may extend the specified award period if the bidder agrees.

You may request to extend the award period by faxing a request to Design Services before 4:00 p.m. on or before the last day of the award period. If you do not make this request, after the specified award period:

1. Your bid becomes invalid
2. You are not eligible for the award of the contract

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds conforming to the requirements in the *Agreement* of these special provisions.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)

2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 INSURANCE POLICIES

The successful bidder must submit copies of its insurance policies conforming to the requirements in the *Agreement* of these special provisions.

3-1.08 –3-1.10 RESERVED

3-1.11 PAYEE DATA RECORD

Complete and deliver to the Engineer a Payee Data Record form when requested by the Engineer.

3-1.12 RESERVED

3-1.14–3-1.17 RESERVED

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the *Agreement*.

Deliver to Design Services:

1. Signed *Agreement*
2. Contract bonds
3. Documents identified in section 3-1.07
4. For a federal-aid contract, *Local Agency Bidder - DBE Information* form

Design Services must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

3-1.19 BIDDERS' SECURITIES

The Department keeps the securities of the 1st, 2nd, and 3rd low bidders until the contract has been executed. The other bidders' securities, other than bidders' bonds, are returned upon determination of the 1st, 2nd, and 3rd low bidders, and their bidders' bonds are of no further effect (Pub Cont Code § 10184).

4 SCOPE OF WORK

Replace Section 4-1.02 with:

4-1.02 INTENT

The Contract intent is to provide for work completion using the best general practices.

Nothing in the specifications, special provisions, Standard Specifications, or in any other Contract document voids the Contractor's public safety responsibilities.

Replace Section 4-1.07D with:

4-1.07D Reserved

Replace the last paragraph of Section 4-1.13 with:

Remove warning, regulatory, and guide signs when directed by the Engineer.

5 CONTROL OF WORK

Delete the last paragraph of Section 5-1.01

Add the following before the last sentence in Section 5-1.02:

Caltrans Standard Plans, County of Fresno Standard Drawings, and any other other-agency Standard Drawings included in the "Project Details" section of the book entitled "Specifications" have the same ranking as Standard Plans."

All other drawings in the "Project Details" section of the book entitled "Specifications" have the same ranking as Project Plans.

Tables and other documents in the "Project Details" section of the book entitled "Specifications" have the same ranking as Special Provisions. If a portion of a document in the Project Details section conflicts with the Special Provisions, the Special Provisions shall prevail.

Replace Section 5-1.09 with:

5-1.09 RESERVED

Replace Section 5-1.12 with:

5-1.12 ASSIGNMENT

The performance of the Contractor or any Contract part may be assigned only with prior written consent from the Department. To request consent, submit a Contractor Action Request – Assignment of Contract Performance form. The Department does not consent to any requested assignment that would relieve you of your surety of the responsibility to complete the work or any part of the work. No third-party agreement relieves you or your surety of the responsibility to complete the work. Do not sell, transfer, or otherwise dispose of any Contract part without prior written consent from the Department.

If you assign the right to receive Contract payments, the Engineer accepts the assignment upon the Engineer's receipt of a Contractor Action Request – Assignment of Contract Monies, Assignee Change of Name/Address form. Assigned payments remain subject to deductions and withholds described in the Contract. The Department may use withheld payments for work completion whether payments are assigned or not.

A pending or disapproved request for assignment does not relieve you of the responsibility to commence and pursue work timely and in strict accordance with contract documents.

Replace Section 5-1.13C with:

5-1.13C RESERVED

Replace Section 5-1.13D with:

5-1.13D RESERVED

Add the following paragraph to the end of section 5-1.16:

Submit Daily Log records to the Engineer weekly for the entire course of work unless the Engineer requests another interval.

Replace Section 5-1.20B(4) with:

5-1.20B(4) Contractor–Property Owner Agreement

Before procuring material from or disposing or stockpiling of material on non-highway property:

1. Provide proof that the property where materials are to be stockpiled or equipment parked/stored is appropriately zoned and/or permitted for the use proposed by the Contractor.
2. Obtain written authorization from each and every owner of the property where materials are to be stockpiled or equipment parked/stored.
3. Provide proof that the signor(s) of the authorization are the owners of the property.

4. Provide an executed release from the property owner(s) absolving the Department from any and all responsibility in connection with the stockpiling of materials or parking/storage of equipment on said property.
5. Obtain written permission from the Engineer to stockpile materials or park/store equipment at the location designated in said authorization.

Before Contract acceptance, submit a document signed by the owner of the material source or disposal site stating that the Contractor has complied with the Contractor-owner agreement.

Failure by the Contractor to provide written authorization shall result in the withholding of all funds due to the Contractor until said authorization is received by the County.

Replace Section 5-1.20C with:

5-1.20C Railroad Relations

If the Contract includes an agreement with a railroad company, the Department makes the provisions of the agreement available in Project Details in the document titled "Railroad Relations and Insurance Requirements." Comply with the requirements in the document.

Replace Section 5-1.23A with:

5-1.23A General

Section 5-1.23 includes specifications for action and informational submittals.

Any submittal not specified as an informational submittal is an action submittal.

Submit action and informational submittals to the Engineer. Unless otherwise specified in these Specifications, submittals shall be provided via email in .pdf format.

Each submittal must have a cover sheet that must include:

1. Contract number
2. Project Name
3. Date
4. Submittals (and resubmittals if applicable) must be numbered sequentially
5. Structure number if applicable
6. Contractor
7. Person responsible for submitting the submittal
8. Signature of Contractor's representative sending submittal
9. Section number and/or item submittal is referencing
10. Pages of submittal, excluding cover sheet

The Department rejects a submittal if it has any error or omission.

If the last day for submitting a document falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

Documents must be submitted in the English language.

Convert documents to US customary units.

Replace the first paragraph of Section 5-1.23B(2)(b) with:

If specified, email electronic shop drawing and calculation sheet submittals to the Engineer.

Replace Section 5-1.24 with:

5-1.24 CONSTRUCTION SURVEYS

The Engineer places stakes and/or marks as the Engineer determines to be necessary to establish the lines and grades required for the work.

Submit your request for Engineer-furnished stakes:

1. Once staking area is ready for stakes
2. On a Request for Construction Stakes form

After your submittal, the Engineer starts staking within 2 working days.

Preserve stakes and marks placed by the Engineer. If the stakes or marks are destroyed, the Engineer replaces them at the Engineer's earliest convenience and deducts the cost.

Replace Section 5-1.27E with:

5-1.27E CHANGE ORDER BILLS

Maintain separate records for change order work costs.

Replace Section 5-1.32 with:

5-1.32 AREAS FOR USE

Occupy the highway only for purposes necessary to perform the work.

Defend, indemnify, and hold the Department harmless to the same extent as under section 7-1.05.

The Department does not allow temporary residences within the County right-of-way.

Replace Section 5-1.43A with:

5-1.43A General

Minimize and mitigate the impacts of work or events for which you will make a potential claim.

For each potential claim assign an identification number determined by chronological sequencing and the 1st date of the potential claim.

Use the identification number for each potential claim on the:

1. Initial Potential Claim Record form
2. Supplemental Potential Claim Record form
3. Full and Final Potential Claim Record form

Failure to comply with this procedure is:

1. Waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim procedure
2. Bar to arbitration (Pub Cont Code § 10240.2)

Replace the word "State" with "Department" in the 3rd paragraph of Section 5-1.43D.

Replace the word "Department's" with "Caltrans" in the 6th paragraph of Section 5-1.43E(1)(a).

Replace the word "Department" with "Caltrans" where it appears in Section 5-1.43E(2)(a).

Replace the word "Department" with "Caltrans" where it appears in Section 5-1.43E(3)(a).

6 CONTROL OF MATERIALS

Replace section 6-1.05 with:

6-1.05 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

Unless substitution is expressly precluded in the special provisions, a reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. Unless the Department has made a public interest finding expressly authorizing sole source procurement of a particular item, you may use a product that is equal to or better than the specified brand or trade name if authorized.

Submit a substitution request with a time period that:

1. Follows Contract award
2. Allows 30 days for review
3. Causes no delay

Include substantiating data with the substitution request that proves that substitution:

1. Causes no delay
2. Is of equal or better quality and suitability

If the special provisions disallow substitution of a particular item, provide the specified item and do not propose substitution.

Replace Section 6-1.06 with:.

6-1.06 RESERVED

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add after the last paragraph of Section 7-1.02C:

The following information is provided for the Contractor's information, and nothing herein or elsewhere within these special provisions shall be construed as limiting the Contractor's responsibility for complying with all applicable rules and regulations. In conformance with Title 13 § 2449(i), between March 1 and June 1 of each year, new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n) for the Contractor and all applicable subcontractors must be submitted. Submit new valid Certificates of Reported Compliance to the Engineer at least one week prior to the expiration date of the current certificate.

Replace the 2nd Paragraph of Section 7-1.02K(2) with:

The general prevailing wage rates and any applicable changes to these wage rates are available:

1. From Design Services
2. From the Department of Industrial Relations' Web site

Add to the list in the second paragraph of Section 7-1.02K(3) with:

- 1.10. Fringe Benefits

Replace section 7-1.02K(4)(a) with:

7-1.02K(4)(a) Apprenticeship Requirements for non-Federal Projects

- A. Pursuant to Sections 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages in the locality for each craft or type of worker needed to execute the work. Said wage rates pursuant to Section 1773.2 of the Labor Code are on file with the Clerk to the Fresno County

Board of Supervisors, and will be made available to any interested person on request. A copy of this wage scale may also be obtained at the following Web Site: www.dir.ca.gov/dlsr.

- B. Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this Article shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.
- C. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

Replace the 4th paragraph of section 7-1.02K(6)(j)(ii) with:

Submit the lead compliance plan as an informational submittal.

Replace Section 7-1.02M(2) with:

7-1.02M(2) Fire Prevention

Cooperate with local fire prevention authorities in eliminating hazardous fire conditions.

Obtain the phone numbers of the nearest fire suppression agency, California Department of Forestry and Fire Protection (Cal Fire) unit headquarters, United States Forest Service (USFS) ranger district office, and U.S. Department of Interior (USDI) BLM field office. Submit these phone numbers to the Engineer before the start of job site activities.

Immediately report to the nearest fire suppression agency fires occurring within the project limits.

Prevent project personnel from setting open fires that are not part of the work.

Prevent the escape of and extinguish fires caused directly or indirectly by job site activities

Except for motor trucks, truck tractors, buses, and passenger vehicles, equip all hydrocarbon-fueled engines, both stationary and mobile including motorcycles, with spark arresters that meet USFS standards as specified in the *Forest Service Spark Arrester Guide*. Maintain the spark arresters in good operating condition. Spark arresters are not required by Cal Fire, the BLM, or the USFS on equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels. The *Forest Service Spark Arrester Guide* is available at the district offices.

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep half-filled with sand and within easy reach of anyone using the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas and oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste. Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Other fire breaks may be ordered and are change order work.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non-working days.

If field and weather conditions become such that the determination of the fire danger rating is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension of the determination of the fire danger rating. The Engineer will notify you of the dates of the suspension and resumption of the determination of the fire danger rating.

Place the contents of Section 7-1.04 under the heading:

7-1.04 PUBLIC SAFETY

7-1.04A General

Replace the 7th paragraph in Section 7-1.04A with:

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone.

Replace the 11th paragraph in Section 7-1.04A with:

Cover signs that direct traffic to a closed area.

Add to the end of Section 7-1.04A:

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, the adjacent lane must be closed under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

Closure of the adjacent traffic lane is not required when performing any of the following:

1. Working behind a barrier
2. Paving, grinding, or grooving
3. Installing, maintaining, or removing traffic control devices except Type K temporary railing

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

Add the following to the end of Section 7-1.04:

7-1.04B WORK ZONE SAFETY AND MOBILITY

7-1.04B(1) POLICY

In order to ensure safe and efficient flow of traffic through work zones, the County of Fresno, via its General Plan, Transportation and Circulation Element, Policy TRA-1, has adopted the use of AASHTO Standards as supplemented by Caltrans and County Department of Public Works and Planning Standards.

7-1.04B(2) TRAFFIC MANAGEMENT PLAN

Perform traffic management shall be in accordance with Section 12, "TEMPORARY TRAFFIC CONTROL," of these special provisions.

7-1.04B(3) TEMPORARY TRAFFIC CONTROL PLAN

Prepare traffic control plan(s) in accordance with Section 12, "TEMPORARY TRAFFIC CONTROL," of these special provisions.

7-1.04B(4) PUBLIC INFORMATION

Provide notice to public agencies and others to the extent required, if any, elsewhere in these special provisions. The Engineer provides other noticing not identified to be performed by the Contractor.

Replace the word "State" with "County" where it occurs in Section 7-1.05C.

Replace the word "State" with "Department" in the 1st paragraph of Section 7-1.06B.

Replace the word "State" with "County" in the 5th paragraph of Section 7-1.06C.

Replace the word "State" with "the Department" in Section 7-1.06D(1).

Replace Section 7-1.06D(2) with:

7-1.06D(2) Liability Limits/Additional Insureds

Refer to the *Agreement* of these special provisions

Additional insured coverage must be provided by a policy provision or by an endorsement providing coverage at least as broad as *Additional Insured* (Form B) endorsement form CG 2010 and CG 2037 (for completed operations), as published by the Insurance Services Office (ISO), or equivalent form as approved by the Department.

Replace the word "State" with "County" in Section 7-1.06D(3).

Replace the word "State" with "County" in Section 7-1.06D(4).

Replace Section 7-1.06E with:

7-1.06E Automobile Liability Insurance

Comply with requirements in the *Agreement* of these special provisions.

Replace Section 7-1.06G with:

7-1.06G NOT USED

Replace Section 7-1.06H with:

7-1.06H Enforcement

The Department may assure your compliance with your insurance obligations. 30 days before an insurance policy lapses, expires, or is canceled during the Contract period you must submit to the Department evidence of renewal or replacement of the policy.

If you fail to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to you or terminate your control of the work.

Any failure to comply with the reporting provisions of your policy shall not affect coverage provided to the Department, including its officers, directors, agents (excluding agents who are design professionals), and employees.

You are not relieved of your duties and responsibilities to indemnify, defend, and hold harmless the County, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.

Minimum insurance coverage amounts do not relieve you for liability in excess of such coverage, nor do they preclude the County from taking other actions available to it, including the withholding of funds under this Contract.

Replace Section 7-1.06I with:

7-1.06I Self-Insurance

Comply with the *Agreement* of these special provisions.

Add to the beginning of Section 7-1.07B:

This section applies to seal coat projects.

Add Section 7-1.07C:

7-1.07C Claims

This section applies to non-seal coat projects which involve asphalt concrete paving. Pay for claims for personal property damage caused by your work. Claims are limited to:

1. 10 percent of the total bid

Within 30 days of the last working day placement of hot mix asphalt, do the following:

1. Process and resolve all claims reported or submitted to you by the public as follows:
 - 1.1. Within 3 business days of receipt of a claim, submit to the Department a copy of the claim, a written analysis of the claim, and a statement indicating whether or not you will pay the claim. If you reject a claim, provide the reasons for rejection in writing.
 - 1.2. If the claimant becomes dissatisfied with your handling of the claim, immediately refer the claimant to the local district claims office for assistance in resolving the claim.
2. Submit to the Department evidence of your paid claims.

All claims presented to the Department, (Govt Code § 900 et seq.) are processed and resolved by the Department as follows:

1. The claims are processed as formal government claims subject to all laws and policies and are resolved as the Department determines including referring the claim to you for handling.
2. If the Department approves settlement of a claim or is ordered to pay pursuant to a court order, the claim is paid from funds withheld from you.
3. Within 3 business days of the Department's determination that you are responsible for resolving the claim, the Department sends a copy of the claim to you for resolution or notifies you of the Department's decision to resolve the claim.

The Department withholds an amount not to exceed 5 percent of the total bid to resolve all claims. The amount is held no longer than 60 days following the last working day so that the Department has ample time to resolve any pending claims. After 60 days, any remaining amount withheld is returned to you.

If no withheld funds remain or have been returned, the Department may pay any claims and seek reimbursement from you through an offset or any other legal means. Any reimbursement or offset to be recovered from you, including all other paid claims, is limited to 10 percent of the total bid.

Section 7-1.07C does not limit your obligation to defend and indemnify the Department.

8 PROSECUTION AND PROGRESS

Replace Section 8-1.01 with:

8-1.01 GENERAL

Section 8 includes specifications related to prosecuting the Contract and work progress.

8-1.01A Work Hours

Perform all work on working days during daytime.

You may request approval to work on a holiday or on a non-working day. If, pursuant to such request, the Engineer authorizes you to work on a holiday or on a non-working day, you pay the actual cost incurred by the Department to perform all inspection, surveying, testing, and all other project-related work by the Department on such holiday or non-working day. Such payment will be deducted from monies due or which may become due to the Contractor.

Plan work so that all construction operations performed each day, including cleanup of the project site, establishment of appropriate traffic control and any other work necessary for the safety of the public shall be completed within the daytime hours.

Do not perform work during nighttime unless approved by the Engineer

Request approval to work during nighttime in writing and include the appropriate traffic control plan(s) and work plan(s) which clearly identify all provisions for illuminating all portions of the work site, including any flagging operations.

If you fail to complete work during the daytime hours, the Engineer may stop all work upon the onset of nighttime and order you to perform any and all work the Engineer deems necessary to ensure the safety of the public during the nighttime hours.

You are not entitled to any additional compensation or extension of the contract time as a result of the Engineer stopping the work due to the onset of nighttime.

Replace the 1st paragraph of Section 8-1.02B(1) with:

No pay item is provided for Level 1 Critical Path Project Schedule. Payment is considered to be included in the various items of work including revisions and time analysis.

Add to the end of the list in the 4th paragraph of Section 8-1.02B(3) with:

3. Time Impact Analysis (Refer to Section 8-1.02C(8)(b) for description)

Replace Section 8-1.02C with:

8-1.02C Reserved except for 8-1.02C(8)(b)

Replace Section 8-1.04 with:

8-1.04 START OF JOB SITE ACTIVITIES

8-1.04A General

Provide signed contracts, bonds, and evidence of insurance timely as required.

This section, 8-1.04, "Start of Job Activities," does not modify remedies available to the Department should you fail to provide signed contracts bonds and insurance timely.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

You may start job site activities before receiving notice of Contract approval if you:

1. Deliver the signed Contract, bonds, and evidence of insurance to the Department
2. Submit 72-hour notice
3. Are authorized by the Department to start
4. Perform work at your own risk
5. Perform work under the Contract

If the Contract is approved, work already performed that complies with the Contract is authorized.

If the Contract is not approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former condition or an equivalent condition. The Department does not pay for the restoration.

8-1.04B Reserved

Replace Section 8-1.04C with:

8-1.04C Long Lead Time Equipment Start

Section 8-1.04B, Standard Start, does not apply to this project

This project includes two, non-concurrent phases.

The first order of work (submittals) involves potholing, submittals and equipment procurement.

The second order of work involves physical construction upon the project site.

8-1.04C(1) First Order of Work, Submittals

Be prepared to begin the first order of work no later than the 20th business day after award of the Contract by the Department.

The Engineer may issue a notice to proceed with the first order of work as soon as the Contracts, including bonds and insurance certificates, have been approved.

Start the first order of work on the day shown in the notice to proceed, unless an early start has been approved.

Potholing at the project site shall be completed within the first ten working days of the first order of work. Potholing shall be performed after school hours. No submittals will receive final approval until field verification of the final pole location has been approved by the Engineer. Compensation for potholing shall be considered to be included in the various items of work.

The Engineer may issue a notice of commencement of contract time for the first order of work if you fail to provide Contracts, including bonds and insurance certificates or other required documents timely.

The Engineer shall have a maximum of ten (10) working days in which to review and approve or reject each submittal from the Contractor. In the event that the Engineer rejects any of the Contractor's initial submittals, the Engineer shall have a maximum of ten (10) working days in which to review and approve or reject each re-submittal from the Contractor. The ten (10) working day time period for the Engineer's review shall commence on the day upon which the Engineer receives the submittal or re-submittal in question.

In the event that the Engineer's review of a submittal or re-submittal requires in excess of ten (10) working days, the Engineer shall extend the number of working days allowed for the completion of the first order of work by one working day for each working day of delay in the Engineer's completion of the review.

The first order of work is complete when you:

- have completed potholing at the project site
- have received approval for all submittals required for the project.
- have received approval of a phasing plan clearly depicting all phases of the work and intended traffic control plan at each phase
- have furnished a statement from the vendors that the orders for required equipment and materials has been received and accepted by said vendor
- have furnished a statement from vendors which indicates that the anticipated delivery date for the equipment and materials ordered is in conformance with contract requirements.
- Receive a written statement that the first order of work is complete.

Complete the first order of work within the number of working days specified in the Notice to Bidders. Start the first order of work on the day shown in the Notice to Proceed, unless an early start has been approved.

**Pay to the County of Fresno the sum of
TWO THOUSAND DOLLARS (\$2,000.00)**

per day for each and every calendar day's delay in finishing the first order of work in excess of the number of working days prescribed above.

8-1.04C(2) Second Order of Work

All work will be required to be performed during school summer break which begins on June 16, 2025 and ends on August 13, 2025. Contract may be suspended by the County if material and/or equipment required for the installation of the traffic signal (TS) have not been delivered to the site by these dates AND Contractor provides proof from the TS supplier that the delivery delay is due to circumstances outside Contractor's control. Contractor will be required to complete all other items included in the project, including underground conduit, TS foundation, etc. by the time allotted for this contract and during school summer break. Should the TS installation be delayed beyond August 8, 2025, the Contractor will be required to perform TS work after school hours, nights or weekend.

The Engineer, in their sole discretion, may issue the Notice to Proceed – Second Order of Work immediately upon delivery to the Contractor of the materials and equipment necessary to construct the project. Alternatively, the Engineer may defer issuance of the Notice to Proceed – Second Order of Work to the extent the Engineer, in their sole discretion, deems appropriate.

Begin work at the site on the date shown on the Notice to Proceed – Second Order of Work. Do not begin site work prior to the date shown on the Notice to Proceed – Second Order of Work. The date shown on the Notice to Proceed – Second Order of Work will be the first working day charged against the allotted number of working days for the second order of work.

Complete the second order of work within the number of working days specified in the Notice to Bidders. Begin work at the site on the date shown on the Notice to Proceed – Second Order of Work.

Complete all work, including corrective work and punch list work, prior to the expiration of the allotted working days. Working days continue to accrue until corrective work and punch list work is completed and accepted.

**Pay to the County of Fresno the sum of
THREE THOUSAND DOLLARS (\$3,000.00)**

per day for each and every calendar day's delay in finishing the second order of work, including corrective work and punch list work, in excess of the number of working days prescribed above.

Such payment is in addition to payment, if any, for failure to complete the first order of work as specified.

Complete all work, including corrective work and punch list work, prior to the expiration of the allotted working days. Working days continue to accrue until corrective work and punch list work is completed and accepted.

Replace the 1st paragraph in Section 8-1.05 with:

Contract time starts on the day specified in the notice to proceed or in the notice of commencement of contract time as described in section 8-1.04 or on the day you start job site activities, whichever occurs first.

Replace the 3rd and 4th paragraph including the table in Section 8-1.10A with:
Liquidated damages are specified in section 8-1.04.

Replace the word “State’s” with “County’s” in Section 8-1.14A.

9 PAYMENT

Add Section 9-1.01A:

9-1.01A COMPENSATION

The bid items shown in the bid item list represent full compensation for performing all work. Full compensation for any work for which there is no bid item shall be considered to be included in the various items of work.

Delete paragraphs 11-14 of Section 9-1.03.

Add after the 6th paragraph of Section 9-1.03:

Notwithstanding anything to the contrary in these special provisions, full compensation for performing all work as shown, as specified, and as directed by the Engineer is considered to be included in the various bid items, and no additional payment will be made, except pursuant to a contract change order to perform work not shown and/or specified.

If one or more bid item(s) is/are not included, perform the work as shown and as specified and payment therefor is considered to be included in the various items of work.

Replace the last paragraph of Section 9-1.03 with:

Pay your subcontractors within 10 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5.

Replace the word “Department’s” with “Caltrans” in the 5th paragraph of Section 9-1.07A.

Add to Section 9-1.16C:

Traffic signal material is eligible for material on hand.

Any piece of material that Contractor seeks material on hand reimbursement shall be stored in a safe location as per manufacturer specifications. Contractor shall grant access to the Engineer for review and approval of the material prior to approval of payment.

Replace Section 9-1.16F with:

9-1.16F Retentions

The Department, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in the special provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the contract, if the storage is within the State of California and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the Department, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than 5 calendar days, not including Saturdays, Sundays and legal holidays, before the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on State-furnished forms properly

filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the contract price for the item of work for which the material is furnished.

The Department shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor. The Department will not hold retention for mobilization or demobilization.

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

Add Section 9-1.23:

9-1.23 RESOLUTION OF CONTRACT CLAIMS

Public works contract claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and a local public agency shall be resolved in accordance with the provisions of California Public Contract Code Sections 20104-20104.6, inclusive. In addition, California Public Contract Code Section 9204 requires that the procedure established therein shall apply to all claims (as therein defined) filed by a contractor in connection with a public works project. Accordingly, this contract expressly incorporates all of the terms and conditions of those statutory provisions, which are as follows:

California Public Contract Code Section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of

the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

California Public Contract Code Sections 20104 – 20104.6

Section 20104

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

Section 20104.2

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time

no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Section 20104.4

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Section 20104.6

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Add Section 9-1.24:

9-1.24 SUPPLEMENTAL WORK (PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS)

This item is provided solely to provide funds necessary for adjustments to the prices of those oil-containing materials expressly specified as eligible for such adjustments in "Payment Adjustments for Price Index Fluctuations," elsewhere in these special provisions.

The amount included for this item is an estimate only, and is a predetermined amount included in the bid item list for the project.

This item, "Supplemental Work (Payment Adjustments for Price Index Fluctuations)" is purely administrative in nature, is not intended to limit such payment adjustments to the number provided in the bid item list, nor is it intended to modify or supplement the provisions in "Payment Adjustments for Price Index Fluctuations," in any manner whatsoever. Any and all such adjustments shall be made in strict conformance with the requirements in said section.

The provisions in Section 9-1.06, "Changed Quantity Pay Adjustments" of the Standard Specifications shall not apply to the item "Supplemental Work (Payment Adjustments for Price Index Fluctuations)."

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to the end of Section 10-1.02C(2):

Protect any irrigation component to be relocated before performing any other construction activity in the area.

Replace *Reserved* in Section 10-1.02C(3) with:

Transplant any plant to be transplanted before performing any other construction activity in the area.

Add to the beginning of Section 10-1.02E:

Construct the new pavement structure adjacent to the existing traveled way by successively excavating, preparing subgrade, placing base materials, and paving. Perform these activities concurrently after you start paving.

If a difference in excess of 0.15 foot exists between the elevation of the existing pavement and the elevation of an excavation within 8 feet of the traveled way at the end of each working day, place and compact material against the vertical cut adjacent to the traveled way. During the excavation, you may use native material for this purpose except you must use structural material once you start placing the structural section. Place the material to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

The project requires obtaining Temporary traffic control encroachment permit from City of Fresno. The permit application fees for the traffic control shall be paid by the Contractor. Contractor shall obtain final fees from City of Fresno before submitting the bid.

Contractor shall be responsible for coordinating the permit process, pay for required fees and obtain the permit. The cost of the coordination and fees shall be included in the various items of work.

The project requires obtaining Temporary traffic control encroachment permit from City of Fresno. Requirements and policies for obtaining the permit can be found in the following website:

<https://www.fresno.gov/publicworks/traffic-engineering/#traffic-permits-&-plan-checks>

Replace Section 12-2 with:

12-2 PROJECT SPECIFIC FUNDING SIGNS

12-2.02 CONSTRUCTION PROJECT FUNDING SIGNS

12-2.02A GENERAL

Details for construction project funding signs are in *Project Details*.

Do not add information to a construction project funding identification sign unless authorized.

Keep construction project funding signs clean and in good repair at all times.

12-2.02B MATERIALS

Provide Construction project funding signs, posts, and mounting hardware.

Construction project funding signs must be wood post signs complying with section 82-3.

Sign panels for construction project funding signs must be framed, single sheet aluminum panels complying with section 82-2.

The background on construction project funding signs must be Type II retroreflective sheeting on the Authorized Material List for signing and delineation materials.

The legend must be retroreflective, except for nonreflective black letters and numerals. The colors blue and orange must comply with PR Color no. 3 and no. 6, respectively, as specified in the Federal Highway Administration's *Color Tolerance Chart*.

The size of the legend on construction project funding signs must be as described. Do not add any additional information unless authorized.

FRESNO COUNTY MEASURE "C" TRANSPORTATION FUNDS

FRESNO COUNTY ROAD FUNDS / SB-1

12-2.02C CONSTRUCTION

Provide and Install the quantity of construction project funding signs shown on the Bid Item List at the locations designated by the Engineer before starting major work activities visible to highway users.

Upon completion and acceptance of the work, the signs shall be removed and become the property of the Contractor.

12-2.02D PAYMENT

The Department pays you for Construction Funding Signs as follows:

1. 75 percent of the item upon installation of each sign
2. 100 percent of the item upon removal of each sign

Replace the 3rd paragraph of Section 12-3.01C with:

If ordered, furnish and place additional temporary traffic control devices. This work is not change order work if:

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

Replace the last paragraph of Section 12-3.03C with:

Moving plastic traffic drums from location to location if ordered after initial placement is not change order work if:

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

Replace the last paragraph of Section 12-3.10C with:

Moving a barricade from location to location is change order work if ordered after initial placement of the barricade unless.

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

Replace Section 12-3.11B(5)(b) with:

12-3.11B(5)(b) Construction Project Funding Identification Signs

Reserved

Replace the word “Department’s” with the word “Caltrans” in the 1st paragraph of Section 12-3.20A(4)(a).

Replace the last paragraph of Section 12-3.20C(1) with:

If the Engineer orders a lateral move of temporary barrier system and repositioning is not shown, the lateral move is change order work unless:

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

Replace the 2nd paragraph of Section 12-3.20C(2)(c) with:

Install K rail as shown in the project plans.

Replace the last paragraph of Section 12-3.31C with:

Moving portable flashing beacons from location to location if ordered after initial placement is change order work unless:

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

Add to Section 12-3.32C:

Replace the 2nd paragraph of Section 12-3.35B(6) with:

Provide any software on a CD or other Engineer-authorized data-storage device to the Engineer.

Add before the 1st paragraph of Section 12-3.41A(1):

Section 12-3.41 is used when shown in the Bid Item List.

Replace Section 12-4.02A(3)(a) with:

12-4.02A(3)(a) General

The Contractor shall prepare and submit to the County Construction Engineer for approval, a traffic control system plan indicating the means and methods he will employ to institute and maintain traffic control for all phases of the work within the project. The traffic control system plan shall be submitted to the County Construction Engineer as early as possible, preferably **five (5) working days** prior to pre-construction meeting. The Engineer will require five (5) working days to review the initial submittal of the traffic control system plan and an additional five (5) working days for each successive review.

No work at the project site whatsoever, including preparatory work such as the installation of construction project funding signs, shall commence until the traffic control system plan has been approved in writing by the Engineer. In the event that the traffic control system plan is not submitted timely, the Engineer may issue a notice of commencement of contract time prior to approval of the traffic control system plan, and working days will begin to accrue against the allotted contract time.

Late submittal of the traffic control plan or revisions thereafter required, due to the inadequacy of the plan, shall not be accepted as justification for the delay in the start of the working days for the project.

It shall be the Contractor's responsibility to provide, install, maintain, and remove any and all detour signage and traffic control devices and to obtain all permits, including permits from Caltrans, as may be necessary to establish detours as part of the contractor's traffic control plan.

Traffic will not be allowed to be limited to one direction when construction activities are not actively in progress. Providing, installing, maintaining, and removing all traffic control, including portable changeable message signs if required, obtaining and complying with all permits, and providing all traffic control operations shall be the responsibility of the contractor, and no additional compensation will be allowed therefor.

Replace Section 12-4.02A(3)(b) with:

12-4.02A(3)(b) Closure Schedules

One-way traffic shall be controlled through the project in accordance with the California Manual MUTCD and Caltrans Standard Plans T-11 and T-13 entitled "Traffic Control System for Lane Closure on Multilane Conventional Highways" and "Traffic Control System for Lane Closure on Two Lane Conventional Highways," and these special provisions. Night closure will not be permitted.

When traffic is under one way control on unpaved areas, the cones shown along the centerline on the plan need not be placed.

Every Monday by noon, submit a closure schedule request for planned closures for the next week.

The next week is defined as Sunday at noon through the following Sunday at noon.

Submit a closure schedule request 5 days before the anticipated start of any job site activity that reduces:

1. Horizontal clearances of traveled ways, including shoulders, to 2 lanes or fewer due to activities such as temporary barrier placement and paving
2. Vertical clearances of traveled ways, including shoulders, due to activities such as pavement overlays, overhead sign installation, or falsework girder erection

Submit closure schedule changes, including additional closures, by noon at least 3 business days before a planned closure.

Cancel closure requests at least 48 hours before the start time of the closure.

The Department notifies you of unauthorized closures or closures that require coordination with other parties as a condition for authorization.

Replace Section 12-4.02A(3)(d) with:

12-4.02A(3)(d) Traffic Break Schedule

Not Used.

Replace Section 12-4.02C(1) with:

12-4.02C(1) General

Work that interferes with traffic is limited to the hours when closures are allowed.

Do not reduce an open traffic lane width to less than 10 feet. If traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

Discuss the contingency plan for any activity that could affect the closure schedule with the Engineer at least 5 business days before starting the activity requiring the plan.

The Engineer may reschedule a closure that was canceled due to unsuitable weather.

Traffic will be controlled by flagmen by eyesight, radio (walkie talkie) or baton. In the event these methods do not work satisfactorily, as determined by the Engineer, a pilot car will be required.

The Engineer may require a pilot car to be used during earthwork operations in preparation of the grading plane or other operations when the Contractor's operations cover an area beyond the line of sight, or beyond the range of radios or when the baton method does not function satisfactorily.

You may use automated flagger assistance devices to enhance the traffic control system for a lane closure on a two-lane convention highway, except if a bid item for automated flagger assistance devices is shown in the Bid Item List, the use of AFADs is required.

Do not use automated flagger assistance devices:

1. On multi-lane highways
2. As a substitute or a replacement for a temporary traffic control signal
3. If the devices impair access for pedestrians and bicycles, unless alternate access is provided
4. If the usable shoulder area is not wide enough to place a trailer mounted device
5. If the distance between the devices is more than 800 feet, except when each device is controlled by a separate operator and radio communication is available between the AFAD operators

For multilane freeway or expressway lane closures, do not place the 2L tangent section along lane lines between the lane closure tapers

For multilane freeways and expressways, do not place the traffic cones transversely across closed traffic lanes and shoulders.

Replace Section 12-4.02C(2) with:

12-4.02C(2) Not Used

Replace Section 12-4.02C(3) with:

12-4.02C(3) Closure Requirements and Charts

12-4.02C(3)(a) General

Where 2 or more lanes in the same direction, including the shoulders, are adjacent to the area where the work is being performed, close the adjacent lane under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 mph
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 mph

Closure of the adjacent traffic lane is not required during any of the following activities:

1. Work behind a barrier
2. Paving, grinding, or grooving
3. Installation, maintenance, or removal of traffic control devices except for temporary railing

12-4.02C(3)(b) - 12-4.02C(3)(n)

Reserved

12-4.02C(3)(o) Closure of Conventional County Roads

The type and location of signs, lights, flags, flagmen, and other traffic control and safety devices shall be in accordance with the current edition of the California Manual on Uniform Traffic Control Devices (MUTCD) issued by the State of California, Department of Transportation (Caltrans).

Allow public traffic to pass through construction at all times unless otherwise specified herein.

Provide access to properties abutting the project site at all times.

When directed by the Engineer, traffic shall be routed through the work under one-way control.

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 10 minutes.

Lane closure is defined as the closure of a traffic lane or lanes within a single traffic control system.

Provide a minimum of one paved traffic lane, not less than 11 feet wide, to be open for use by public traffic at all times.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

Keep driveways and access roads accessible at all times.

Maintain vehicular access to the channel bank access roads at all times.

The seal coats shall not be applied to more than one-half of the width to be sealed at time, and the remaining half width to be kept free of obstructions and open for use by public traffic until the seal coat first applied is ready for use by traffic.

Asphaltic emulsion, asphalt concrete and asphalt rejuvenating agent shall not be applied to more than one-half of the width to be capped at a time, the remaining half-width to be kept free of obstructions and open for use by public traffic until the asphalt concrete cap, first applied, is ready for use by traffic.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

When work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed as shown on standard plan T-11.

The Contractor's equipment and materials shall not remain in a lane except when such lane is closed to traffic and the lane is being used for contract operations.

Valley gutters shall be constructed in one-half widths and the remaining one-half width shall be kept free from obstructions to allow local traffic and through traffic to pass.

12-4.02C(3)(p)–12-4.02C(3)(s) Reserved

Replace Section 12-4.02C(7)(d) with:

12-4.02C(7)(d) Reserved

Replace the word “Department’s” with “Caltrans” in Section 12-4.02C(9)(a)(iv).

Replace section 12-4.02C(9)(d) with:

12-4.02C(9)(d) Payment

You pay the cost of furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers to provide for the passage of traffic through the work as specified in sections 7-1.03 and 7-1.04.

Add before the 1st paragraph of Section 12-4.02C(10):

Section 12-4.02C(10) is used when Pickup Truck Mounted Changeable Message Sign is shown in the Bid Item List.

Replace item 3.6.1 in the list in Section 12-4.02C(11)(a)(iii)(B) with:

Not Used

Replace item 5 in the list in Section 12-4.02C(11)(a)(iv)(C) with:

Not Used

Replace Section 12-4.02C(11)(d) with:

12-4.02C(11)(d) Payment

Full payment for conforming to the requirements of this section shall be considered to be included in the Traffic Control Plan item on the Bid Items List.

Replace Section 12-4.02C(14) with:

12-4.02C(14) Failure to Provide Traffic Control.

If you do not provide the traffic control and it becomes necessary for the Engineer to notify you of your duties according to the Standard Specifications and these special provisions, you will pay \$200 per 15-minute period or portion thereof to the County for all the time required to acquire the traffic control, including pilot car.

Such payment shall commence at the time notice of the improper traffic control condition is given to you or your authorized representative by the Engineer and shall terminate when the condition is corrected. Such payment will be deducted from your payment.

In addition, when it is necessary for the Engineer to perform the work, you will pay the actual cost for the performance thereof. Such amount will be deducted from your payment. This will be in addition to any penalties imposed in these special provisions.

The provisions in this section will not relieve you from your responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

Replace Section 12-4.02D with:

12-4.02D Payment

The Department pays for change order work for a traffic control system by force account for increased traffic control and uses a force account analysis for decreased traffic control.

Traffic control system for lane closure is paid for as traffic control system. Flagging costs are paid for as specified in section 12-1.04.

The requirements in section 4-1.05 for payment adjustment do not apply to traffic control system.

Adjustments in compensation for traffic control system will be made for an increase or decrease in traffic control work if ordered.

A traffic control system required by change order work is paid for as a part of the change order work.

Full compensation for furnishing and operating the pilot car, (including driver, radios, and any other equipment and labor required) shall be considered as included in the contract lump sum price paid for traffic control system and no further payment will be made.

12-4.04 PEDESTRIAN FACILITIES

12-4.04A General

Section 12-4.04 includes specifications for providing temporary pedestrian facilities.

Temporary pedestrian facilities must comply with section 16-2.02.

Pedestrian access shall be maintained on all existing crosswalks and all existing access ramps during construction unless approved by the Engineer. If the Contractor's operations require the closure of one walkway or crosswalk, then another walkway shall be provided nearby, off the traveled roadway. Access to all four corners of the intersection shall be provided at all times.

If it is necessary to close a walkway during working hours and there is not sufficient space within the right of way to provide a temporary walkway, then the Contractor shall remain stationed at the walkway and shall immediately provide an accessible walkway using plywood or other materials approved by the Engineer if and when a pedestrian arrives at the work area. The Contractor shall not leave the site until a temporary accessible walkway has been established. The temporary accessible walkway shall be of sufficient strength so as to remain accessible for the entire period that the Contractor is not present at the site.

If it is necessary to utilize the roadway for pedestrian access, the Contractor shall furnish and place K rail along the length of the pedestrian access route to separate pedestrians from vehicles.

The Contractor shall employ methods to minimize the duration of walkway closure. Such methods shall include placement of cold-patch AC walkways and ramps or sawcutting and removing the minimum required area within existing sidewalks to install new conduit, pull boxes, and foundations. The entire sidewalk and ramp shall not be removed until such time as construction of a temporary cold-patch AC sidewalk and ramp or the new concrete sidewalk and ramp will immediately follow.

If the previous pedestrian facility was accessible to pedestrians with disabilities, the path provided during construction and/or temporary traffic control shall also be accessible.

A temporary path will consist of a continuous, unobstructed 48"-wide pedestrian path of travel adjacent to the work site, preferably parallel to the same sidewalk that has been obstructed. There shall not be any abrupt changes in grade or terrain that could cause a tripping hazard or could be a barrier to wheelchair use. The Contractor shall install and maintain temporary concrete, asphalt or wood ramps to provide a safe path of travel for mobility-impaired pedestrians at locations where ramps have been temporarily removed or are needed to route pedestrians. Barriers and channelizing devices shall be detectable to pedestrians who have visual disabilities. These considerations include, but are not limited to, the following:

- The path of travel shall not have abrupt changes in grade, elevation, or terrain. The path of travel shall have a cross slope of 2% or less; running slope may be equal to that of the topography of the adjacent street.
- Any changes in level in a path of travel that is over ¼" – ½" height shall be beveled at a 45 degree angle to provide a smooth transition.
- Temporary ramps shall be a minimum of 48" wide, with a running slope ratio not to exceed 1:12 (maximum slope of 8.33%). Sides of a ramp shall be protected where there is a drop off. For all ramps not meeting the definition of a "curb ramp", handrails will be provided in conformance with Title 24 and the Americans with Disabilities Act Design Standards.
- For walkways in the pedestrian path that have less than 5' of clear width, there shall be provided passing spaces 5' wide every 200' to provide adequate space for two pedestrians in wheelchairs to pass each other.
- Signposts, scaffolding and fencing and other supports shall be placed to provide an unobstructed path of travel that is at least 48" wide and at least 7' high.
- Closed trenches, temporary paving surfaces, walking surfaces, steel plates, etc. shall have a smoothly finished, firm walking surface made even with surrounding walkways. If plywood is used as a temporary walking surface, it will be a minimum of ¾" in thickness and it will be anchored using either a mechanical fastener, cold mix or asphalt so that it is stable and level with surrounding surfaces.
- When a sidewalk is closed and pedestrian traffic detoured, sidewalk signs indicating that the sidewalk, curb ramp, or both the sidewalk and curb ramp are closed are required. These signs shall be placed so as to provide ample warning of the detour to people with mobility impairments and minimize backtracking. Signs shall be placed so that they are visible from the sidewalk before the detour begins.

- When a sidewalk is completely closed, a barrier that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
- During detours, access shall be provided by directing all pedestrian traffic to the unaltered side of the street where marked crossings and usable curb ramps exist; if such elements do not exist, temporary marked crosswalks and temporary ramps shall be provided. Any plan proposing temporary marked crosswalks and ramps shall be approved in writing by the Engineer.
- To protect pedestrians with visual disabilities using a mobility cane and to serve as a wheelchair stop, barriers shall have brightly contrasting colors marking each end and a ground rail running the length of each side of the barrier that is attached to the base.
- A-frames and other devices used for defining path of travel shall be connected and maintained to provide a stable guide to help a pedestrian with a visual disability negotiate a safe path while using a cane. These devices shall provide a continuous bottom edge a maximum of 6" above the ground or walkway surface.
- The bottom 3" of fencing material (e.g. chain link, plastic, etc.) shall be solid to provide a guide for pedestrians with visual disabilities and limit the likelihood that a long cane will be caught in the fence. This may be achieved by attaching a solid material to the bottom portion of the fence.
- During working hours, open excavations will not be allowed to adjoin or interrupt the pedestrian path. No open excavations will be permitted in pedestrian access areas overnight.
- Caution tape or its equivalent shall NOT be used by itself to delineate the path of travel or create a barricade.
- The Contractor shall provide notice to Fresno Area Express (FAX) at (559) 621-1424 at least 48 hours before engaging in work that will impede access to a FAX bus stop to allow the relocation of the bus stop to a temporary, accessible location.

Each project is unique and the Contractor is responsible for and will conduct a thorough review to ensure complete, safe, usable and accessible paths of travel.

The Contractor shall absorb in his/her bid all costs for the above requirements

13 WATER POLLUTION CONTROL

Replace 13-1.01A with:

13-1.01A Summary

Section 13-1 includes general specifications for preventing, controlling, and abating water pollution within waters of the State.

Information on forms, reports, and other documents is in the following Caltrans manuals:

1. Field Guide to Construction Site Dewatering
2. Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
3. Construction Site Best Management Practices (BMPs) Manual
4. Construction Site Monitoring Program Guidance Manual

You may view these manuals at the Stormwater and Water Pollution Control Information link at the Caltrans Division of Construction website or purchase them at the Caltrans Publication Distribution Unit.

A WPCP and a SWPPP must comply with the Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual and must be prepared using the latest template posted on the Construction stormwater website.

Replace the word “Department” with “Caltrans” where it occurs in Section 13-1.01A.

Replace the 1st paragraph of Section 13-1.01D(2) with:

13-1.01D(2) Regulatory Requirements

Comply with the discharge requirements in the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities; Order No. 2009-000 9-DWQ, CAS000002 (Construction General Permit) and any amendments thereto issued by the SWRCB. The Construction General Permit may be found at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Add to the end of Section 13-1.01D(2):

This Project disturbs 0.5 acres of soil.

A WPCP is required for this project

Replace Section 13-1.01D(4)(b) with:

13-1.01D(4)(b) Qualifications

The WPC manager must:

1. Comply with the requirements provided in the Construction General Permit for:
 - 1.1. QSP if the project requires a WPCP
 - 1.2. QSD if the project requires a SWPPP
2. Complete the stormwater management training described at the Stormwater and Water Pollution Control Information link at the Caltrans Division of Construction website

Replace Section 13-2.04:

13-2.04 PAYMENT

The Department pays for prepare water pollution control program as follows:

1. Total of 50 percent of the item total upon authorization of the WPCP
2. Total of 90 percent of the item total upon work completion
3. Total of 100 percent of the item total upon Contract acceptance

Replace Section 13-4.03G with:

13-4.03G Dewatering

Dewatering consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities.

If dewatering is required, perform dewatering work as specified for the work items involved, such as a temporary ATS or dewatering and discharge.

If dewatering and discharging activities are not specified for a work item and you perform dewatering activities:

1. Conduct dewatering activities under the Caltrans *Field Guide for Construction Site Dewatering*.

2. Ensure any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
3. Discharge the water within the project limits. Dispose of the water if it cannot be discharged within project limits due to site constraints or contamination.
4. Do not discharge stormwater or non-stormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Immediately notify the Engineer upon discovering any such condition.

Replace the 2nd paragraph of Section 13-5.04 with:

If there is no bid item for temporary soil stabilization measures, payment therefor is considered to be included in the bid item for prepare and implement water pollution control program or in the bid item for prepare and implement stormwater pollution prevention plan, as applicable.

Replace Section 13-6.04 with:

13-6.04 PAYMENT

The payment quantity for temporary sediment control bid items paid for by the length is the length measured along the centerline of the installed material.

The payment quantity, if any, for temporary fiber roll does not include the additional quantity used for overlaps.

The Department does not pay for the relocation of temporary drainage inlet protection during work progress.

If there are no bid items for installing or maintaining temporary sediment control measures, payment therefor is considered to be included in the bid item for prepare and implement water pollution control program or in the bid item for prepare and implement stormwater pollution prevention plan, as applicable.

Replace Section 13-7.03D with:

13-7.03D Payment

The Department does not pay for the relocation of temporary construction entrances or roadways during work progress.

If there are no bid items for installing or maintaining temporary construction entrances or roadways, payment therefor is considered to be included in the bid item for prepare and implement water pollution control program or in the bid item for prepare and implement stormwater pollution prevention plan, as applicable.

Replace the 1st paragraph and the 1st line of the 2nd paragraph of Section 13-8.01C(2) with:

Within 20 days of Contract approval, submit 3 copies of the ATS plan if an ATS plan is required for the project.

The plan, if required, must include:

Replace the word “Department’s” with “Caltrans” in items 3 and 4 of the list in Section 13-8.01C(2).

14 ENVIRONMENTAL STEWARDSHIP

Replace Section 14-11.14A with:

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under 22 CA Code of Regs Div 4.5 Ch 34.

If there is no bid item for Treated Wood Waste, payment for training, handling, storing, transporting, and disposing of treated wood waste therefor is considered to be included in the bid item for the removal of other items.

Replace Section 14-12.04 with:

14-12.04 RELATIONS WITH SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD)

You are responsible for compliance with all applicable SJVAPCD regulations and requirements. This section is provided for your information, and nothing herein or elsewhere within these special provisions shall be construed as limiting your responsibility for complying with all applicable rules and regulations.

In accordance with SJVAPCD Regulation VIII – Fugitive PM10 Prohibitions: Rule 8021, implementation of an SJVAPCD-approved dust control plan is not required prior to commencement of any dust generating activities. You must file Construction Notification with SJVAPCD 48 hours prior to starting work.

Pursuant to section 6.4 of District Rule 8021 – Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities, the owner or operator of a construction project of at least 1.0 acre in size shall provide written notification to the District at least 48 hours prior to his/her intent to commence any earthmoving activities. Use the first two pages of this form to submit a written Construction Notification. There are no fees for filing a construction notification.

It is your responsibility to be fully informed of the requirements of all rules, regulations, plans and conditions that may govern your operations and to conduct the work accordingly.

15 EXISTING FACILITIES

15-1.05 Utility Relocation

Utility relocation as shown on the plans "by others" will be performed by the appropriate agency and coordinated by the County. Ensure the project site is prepared as necessary and ready for work on the day(s) scheduled for such work. Inform the Engineer ten (10) working days in advance of completion of site preparation for relocation so the County can schedule work properly. Any traffic control measures needed for the utility relocation shall be responsibility of the Contractor and shall be included in the traffic control system bid item.

The cost of coordinating the relocation with the Engineer and the Utility Company shall be included in the various items of the work and no further compensation shall be paid therefor.

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

Replace the 4th paragraph in section 17-2.03A with:

Clear and grub vegetation only within the excavation and embankment slope lines.

Replace the 1st sentence in the 2nd paragraph in section 17-2.03B with:

Cut tree branches that extend over the roadway and hang within 20 feet of finished grade and as directed by the engineer.

Add to end of 17-2.03C:

Any trees with a trunk diameter greater than or equal to 4" will constitute as a "tree removal" and will have separate bid item. Any tree or shrub less than 4" shall be considered in the bid item for "clearing and grubbing".

19 EARTHWORK

Add to Section 19-2.03A :

Roadway excavation shall include the work to saw cut, remove to the specified depth to place and dispose of material of existing sections of pavement necessary for the placement of 1 foot wide hot mix asphalt plug

Replace the first paragraph of Section 19-5.03B with:

Compact earthwork to a relative compaction of at least 95 percent for at least a depth of:

1. 0.5 foot below the grading plane for the width between the outer edges of shoulders on excavation and embankments smaller than 2.5 feet above original grade.
2. 2.5 feet below the finished grade for the width of the traveled way plus 3 feet on either side (6 feet wider) on embankments.

Add to the list in the first paragraph of Section 19-9.02:

1. Import Borrow
2. Native Soil

Add after the 5th paragraph of Section 19-9.02:

When native soil or import borrow is used, material shall be readily compactable, shall not contain deleterious materials, shall pass 100% through a 2-inch sieve, 20% to 40% passing the #200 sieve, a Plasticity Index less than 10, and shall provide a stable surface and uniform appearance as determined by the engineer.

20 LANDSCAPE

Replace Section 20-1.02B with:

20-1.02B Water

Make arrangements for supplying water. Water must be of a quality that promotes plant growth.

22 FINISHING ROADWAY

DIVISION V SURFACINGS AND PAVEMENTS

36 GENERAL

Replace Section 36-3 with:

36-3 PAVEMENT SMOOTHNESS

36-3.01 GENERAL

36-3.01A Summary

Section 36-3 includes specifications for measuring the smoothness of pavement surfaces.

36-3.01B Definitions

Reserved

36-3.01C Submittals

36-3.01C(1) General

Reserved

36-3.01C(2) Reserved

36-3.01C(3) Reserved

36-3.01C(4) Straightedge Measurements

Within 2 business days of measuring smoothness with a straightedge, submit a list of the areas requiring smoothness correction. Identify the areas by:

1. Location number
2. District-County-Route
3. Beginning station or post mile to the nearest 0.01 mile
4. For correction areas within a traffic lane:
 - 4.1. Lane direction, *NB*, *SB*, *EB*, or *WB*
 - 4.2. Lane number from left to right in the direction of travel
 - 4.3. Wheel path, *L* for left, *R* for right, or *B* for both
5. For correction areas not within a traffic lane:
 - 5.1. Identify the pavement area, such as shoulder, weigh station, or turnout
 - 5.2. Direction and distance from the centerline, *L* for left or *R* for right
6. Estimated size of correction area

36-3.01D Quality Assurance

36-3.01D(1) General

Reserved

36-3.01D(2) Reserved

36-3.01D(3) Quality Control

36-3.01D(3)(a) General

Reserved

36-3.01D(3)(b) Smoothness

36-3.01D(3)(b)(i) General

Test pavement smoothness using a 12-foot straightedge for the pavement at:

1. Traffic lanes less than 1,000 feet in length, including ramps, turn lanes, and acceleration and deceleration lanes
2. Areas within 15 feet of manholes
3. Shoulders
4. Weigh-in-motion areas
5. Miscellaneous areas such as medians, gore areas, turnouts, and maintenance pullouts
6. Any other areas selected by the Engineer..

36-3.01D(3)(b)(ii) Reserved

36-3.01D(3)(b)(iii) Reserved

36-3.01D(4) Department Acceptance

The Department accepts pavement surfaces for smoothness based on compliance with the smoothness specifications for the type of pavement surface specified.

For areas that require pavement smoothness determined using a 12-foot straightedge, the pavement surface must not vary from the lower edge of the straightedge by more than:

1. 0.01 foot when the straightedge is laid parallel with the centerline

2. 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

36-3.02 MATERIALS

Not Used

36-3.03 CONSTRUCTION

Perform pavement smoothness testing in areas selected by the Engineer in the presence of the Engineer.

36-3.04 PAYMENT

Not Used

37 SEAL COATS

Replace the word “Department’s” with “Caltrans” where it appears in the 1st paragraph of Section 37-1.01D(1).

Replace Item 1 in the list of Section 37-2.01A(3) with:

1. Samples for:
 - 1.1. Asphaltic emulsion chip seal, six 1-quart wide mouth plastic containers with screw top lid of asphaltic emulsion
 - 1.2. Polymer modified asphaltic emulsion chip seal, six 1-quart wide mouth plastic containers with screw top lid of polymer modified asphaltic emulsion
 - 1.3. Asphalt rubber binder chip seal, two 1-quart cans of base asphalt binder
 - 1.4. Asphalt rubber binder chip seal, five 1-quart cans of asphalt rubber binder

Replace Section 37-2.01A(4)(b)(ii) with:

37-2.01A(4)(b)(ii) Aggregate

All tests must be performed on uncoated aggregate except for film stripping which must be performed on precoated aggregate.

For aggregate, the authorized laboratory must perform sampling and testing at the specified frequency and location for the following quality characteristics:

Aggregate Quality Control Requirements

Quality characteristic	Test method	Minimum sampling and testing frequency	Location of sampling
Los Angeles Rattler loss (max, %) At 100 revolutions At 500 revolutions	California Test 211	1st day of production	See California Test 125
Percent of crushed particles Coarse aggregate (min, %) One-fractured face Two-fractured faces Fine aggregate (min, %) (Passing No. 4 sieve and retained on No. 8 sieve) One fractured face	AASHTO T 335	1st day of production	See California Test 125
Flat and elongated particles (max by weight at 3:1, %)	ASTM D4791	1st day of production	See California Test 125
Film stripping (max, %)	California Test 302	1st day of production	See California Test 125
Durability (min)	California Test 229	1st day of production	See California Test 125
Gradation (% passing)	California Test 202	2 per day	See California Test 125
Cleanness value (min)	California Test 227	2 per day	See California Test 125

Replace the 9th paragraph of Section 37-2.01A(4)(c) with:

If test results for the aggregate gradation do not comply with specifications, you may remove the chip seal represented by these tests or request that it remain in place with a payment deduction. The deduction is \$1.75 per ton for the aggregate represented by the test results.

Replace the 3rd paragraph of Section 37-2.01B(3)(a) with:

The authorized laboratory must conduct the Vialit test using the proposed asphaltic emulsion or asphalt binder and aggregate for compliance with the requirements shown in the following table:

Add to the end of section 37-2.01C(3):

Vegetation removal within the pavement and heavy soil removal is change order work.

Replace the 1st paragraph of Section 37-2.01C(4)(d)(iii) with:

Sweeping must be performed after the chip seal has set and there is no damage or dislodging of aggregate from the chip seal surface. In addition to previous sweeping, perform final sweeping immediately before opening any lane to public traffic, not controlled with pilot cars.

Replace the word “Department” with “Caltrans” in the 1st paragraph of Section 37-2.01B(3)(b).

Replace the 2nd paragraph of Section 37-2.03B(2) with:

A polymer modified asphaltic emulsion must be either Grade PMCRS-2 or PMCRS-2h.

Add to the end of section 37-2.03B(3):

Aggregate for a polymer modified asphaltic emulsion chip seal must comply with the 3/8” gradation.

Replace item 1 in the list in the 1st paragraph of Section 37-3.01A(3) with:

1. Samples for:
 - 1.1. Asphaltic emulsion slurry seal, six 1-quart samples of asphaltic emulsion
 - 1.2. Polymer modified asphaltic emulsion slurry seal, six 1-quart samples of polymer modified asphaltic emulsion
 - 1.3. Micro-surfacing, two 1-quart samples of micro-surfacing emulsion

Add to section 37-3.01B(2):

Aggregate for slurry seal must be Type II.

Add to the end of section 37-3.01C(4):

Vegetation removal within the pavement and heavy soil removal is change order work.

Replace Section 37-3.02A(3) with:

37-3.02A(3) Submittals

Immediately after sampling, submit six 1-quart wide mouth plastic containers of asphaltic emulsion or polymer modified asphaltic emulsion taken in the presence of the Engineer. Samples must be submitted in insulated shipping containers.

Replace Section 37-3.02A(4)(b)(i) with:

37-3.02A(4)(b)(i) General

Take samples of asphaltic emulsion and polymer modified asphaltic emulsion from the tank truck at mid load or from a sampling tap or thief. Before taking samples, draw and dispose of 1 gallon. In the presence of the Engineer take two 1-quart samples in wide mouth plastic containers with lined, sealed lids for acceptance testing.

Replace Section 37-3.02B(2) with:

37-3.02B(2) Asphaltic Emulsions

Reserved

Replace item 1 in the list in Section 37-4.01A(3) with:

1. Four 1-quart samples of asphaltic emulsion that is uncut from the plant.

Add to Section 37-4.02A(1):

Use either CQS-1H or CSS-1H asphaltic emulsion for flush coat.

Replace Section 37-4.02A(3) with:

37-4.02A(3) Submittals

Immediately after sampling, submit four 1-quart plastic container of asphaltic emulsion taken in the presence of the Engineer. Samples must be submitted in insulated shipping container.

Replace 1st paragraph of Section 37-4.02A(4)(b)(ii) with:

Take two 1-quart samples from the plant that are uncut for Department acceptance testing.

Replace Section 37-4.03C(1) with:

Do not track asphaltic emulsion on existing pavement surfaces.

Apply sand immediately after applying asphaltic emulsions.

The sand moisture content is not more than the sand SSD (Saturated Surface Dry) plus one percent.

No tires are allowed on asphaltic emulsions (fog seal coat) before sand aggregate has been placed.

Spread sand aggregate with the chipping machine (self-propelled aggregate spreaders) as described in Section 37-2.01C(2) that spreads sand at a uniform rate over the full width of a traffic lane in a single application. Spread sand at a rate from 2 to 6 lb/sq yd. You determine the application rates for sand and the Engineer authorizes the application rate.

Replace the last paragraph of Section 37-5.01C with:

37-5.01C Submittals

Immediately after sampling, submit two 1-quart plastic containers of parking area seal taken in the presence of the Engineer. Samples must be submitted in insulated shipping containers.

Add to Section 37-6.02B:

Crack treatment material must be Type 2 for INLAND VALLEY and Type 5 for LOW and HIGH MOUNTAIN pavement regions.

Crack treatment must be hot-applied.

Delete the 3rd paragraph of Section 37-6.03

Add to Section 37-6.03:

Fill the crack overband not more than 3 inches wide.

39 ASPHALT CONCRETE

Replace the list in the second paragraph of Section 39-2.01A(1) with:

1. Type A HMA
2. Minor HMA

Add to the end of the list in Section 39-2.01A(2):

8. Driveways and driveway approaches

Replace the 1st sentence of Section 39-2.01A(3)(b)(i) with:

Except for the HMA to be used in miscellaneous areas, dikes, and berms, submit your proposed JMF for each type of HMA to be used.

Replace the 2nd paragraph of Section 39-2.01A(3)(b)(i) with:

The Contractor Hot Mix Asphalt Design Data form must show documentation on aggregate quality.

Replace the 3rd paragraph of Section 39-2.01A(3)(b)(i) with:

If you cannot submit a Department-verified or Caltrans-verified JMF on a Caltrans Hot Mix Asphalt Verification form dated within 24 months before HMA production, the Engineer verifies the JMF.

Replace the 1st paragraph of Section 39-2.01A(3)(c) with:

With your proposed JMF submittal, submit a QC plan for HMA.

Add after the 4th paragraph of Section 39-2.01A(3)(c):

The QC Plan must include action and suspension limits and details of corrective action to be taken if any process is outside of those limits. Suspension limits must not exceed specified acceptance criteria.

The QC plan must describe how test results will be submitted including times for sampling and testing for each quality characteristic.

Replace Section 39-2.01A(3)(d) with:

39-2.01A(3)(d) Test Results

If ordered, submit QC results within 3 business days of a request.

For mix design, JMF verification, production start-up, and each 10,000 tons, submit AASHTO T 283 and AASHTO T 324 (Modified) test results to the Engineer.

Submit all QC test results, except AASHTO T 283 and AASHTO T 324 (Modified), within 3 business days of a request. Submit AASHTO T 283 QC tests within 15 days of sampling.

For tests performed under AASHTO T 324 (Modified), submit test data and 1 tested sample set within 5 business days of sampling.

If coarse and fine durability index tests are required, submit test results within 2 business days of sampling.

If a tapered notched wedge is used, submit compaction test result values within 24 hours of testing.

Replace the 1st sentence of the 2nd paragraph of Section 39-2.01A(3)(f) with:

For each delivery of liquid antistripping to the HMA production plant, submit a 1 pt sample to the Engineer.

Replace the 1st sentence of the 3rd paragraph of Section 39-2.01A(3)(f) with:

At the end of each day's production shift, submit production data in electronic media.

Replace the 1st sentence in the last paragraph of Section 39-2.01A(3)(g) with:

Each day during lime treatment, submit the treatment data log on electronic media in tab delimited format.

Replace the 1st sentence in the last paragraph of Section 39-2.01A(3)(h) with:

At the end of each day's production shift, submit electronic media from the HMA plant process controller.

Replace Section 39-2.01A(4)(a) with:

39-2.01A(4)(a) General

Take samples under California Test 125. Reduce samples of HMA to testing size under AASHTO R47.

AASHTO T 324 (Modified) is AASHTO T 324 with the following parameters:

1. Target air voids must equal 7.0 ± 1.0 percent
2. Specimen height must be 60 ± 1 mm
3. Number of test specimens must be 4 to run 2 tests
4. Do not average the 2 test results
5. Test specimen must be a 150 mm gyratory compacted specimen
6. Test temperature must be set at:
 - 6.1. 113 ± 2 degrees F for PG 58
 - 6.2. 122 ± 2 degrees F for PG 64
 - 6.3. 131 ± 2 degrees F for PG 70 and above
7. Measurements for impression must be taken at every 100 passes along the total length of the sample
8. Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth
9. Testing shut off must be set at 25,000 passes
10. Submersion time for samples must not exceed 4 hours

If a WMA technology is used, a technical representative for the WMA technology must attend the preconstruction meeting.

Replace item 2 in the list in the 2nd paragraph of Section 39-2.01A(4)(b) with:

2. Asphalt binder. Take at least four 1 qt samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.

Add the following item to the list in the 5th paragraph of Section 39-2.01A(4)(b):

4. Voids in mineral aggregate on laboratory-produced HMA

Replace the word “Caltrans” with “Department” in the 10th paragraph of Section 39-2.01A(4)(b).

Replace item 2 in the list in the 1st paragraph of Section 39-2.01A(4)(d) with:

2. Asphalt binder. Take at least four 1 qt samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.

Replace the word “Department’s” with “Caltrans” in Section 39-2.01A(4)(f)(i).

Replace the word “Department’s” with “Caltrans” in Section 39-2.01A(4)(f)(ii).

Add the following to the end of Section 39-2.01A(4)(h)(i):

You are not entitled to compensation for the suspension of work resulting from noncompliance with quality control requirements, including those identified in the QC Plan.

Replace the 2nd paragraph of Section 39-2.01A(4)(h)(v) with:

Within the first 750 tons produced on the 1st day of HMA production, in the Engineer's presence, and from the same production run, take samples of:

1. Aggregates. Coarse, fine, and supplemental fine aggregates must be taken from the combined cold-feed belt or the hot bins. If lime treatment is required, samples must be taken from individual stockpiles before lime treatment. Samples must be at least 120 lb for each coarse aggregate, 80 lb for each fine aggregate, and 10 lb for each type of supplemental fines. For hot-bin samples, the Department combines these aggregate samples to verify the TV submitted on a Contractor Job Mix Formula Proposal form.
2. Asphalt binder. Take at least two 1 qt samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.
3. RAP. Samples must be at least 50 lb from each fractionated stockpile.
4. Plant-produced HMA. The HMA samples must be at least 250 lb.

Delete the 6th paragraph of Section 39-2.01A(4)(h)(v).

Replace Section 39-2.01A(4)(h)(vii) with:

39-2.01A(4)(h)(vii) RESERVED

Replace Section 39-2.01A(4)(i)(iii) with:

39-2.01A(4)(i)(iii) Pavement Smoothness

For HMA pavement within 3 feet from and parallel to the construction joint formed between curbs, gutters, or existing pavement, test pavement smoothness using a 12-foot straightedge.

Replace the word “Department” with “Caltrans” in the 2nd paragraph of Section 39-2.01A(4)(i)(iv).

Replace the word “Department” with “Caltrans” in the 4th paragraph of Section 39-2.01B(4)(c)(ii).

Replace the word “Department’s” with “Caltrans” where it occurs in Section 39-2.01B(8)(a).

Replace Section 39-2.01B(11) with:

39-2.01B(11) Miscellaneous Areas, Dikes, & Berms

For miscellaneous areas, dikes, and berms:

1. Use Minor HMA.
2. Choose the aggregate gradation from:
 - 2.1. 3/8-inch Type A HMA aggregate gradation
 - 2.2. 1/2-inch Type A HMA aggregate gradation
 - 2.3. dike mix aggregate gradation
3. Choose asphalt binder Grade PG 64-10, PG 64-16 or PG 70-10.
4. Minimum asphalt binder content must be:
 - 4.1. 6.40 percent for 3/8-inch Type A HMA aggregate gradation
 - 4.2. 5.70 percent for 1/2-inch Type A HMA aggregate gradation
 - 4.3. 6.00 percent for dike mix aggregate gradation

If you request and the Engineer authorizes, you may reduce the minimum asphalt binder content.

Aggregate gradation for dike mix must be within the TV limits for the specified sieve size shown in the following table:

**Dike Mix Aggregate Gradation
(Percentage Passing)**

Sieve size	Target value limit	Allowable tolerance
1/2"	100	--
3/8"	---	95 - 100
No. 4	73–77	TV ± 10
No. 8	58–63	TV ± 10
No. 30	29–34	TV ± 10
No. 200		0 - 14

For HMA used in miscellaneous areas, dikes, and berms, sections 39-2.01A(3), 39-2.01A(4), 39-2.01B(2), 39-2.01B(4)(c), and 39-2.01B(5)–(10) do not apply.

Replace the 2nd paragraph of 39-2.01C(3)(g) with:

Before placing the interlayer or asphalt binder, clean the pavement of loose and extraneous material.

Replace Section 39-2.01C(4)(b) with:

39-2.01C(4)(b) Tapered Notched Wedge

Not used

Add the following after the last paragraph of Section 39-2.01C(5):

The test section:

1. Must not be less than 0.1 mile in length.
2. Must have a width equal to the width of the pavement and tapered edge to be paved in one pass during production.
3. Locations shall be proposed by the Contractor and approved by the Engineer.

The test section must be constructed with asphalt paver fitted with one of the following FHWA-approved tapered edge devices:

1. **“Shoulder Wedge Maker”** manufactured by Transtech Systems, Inc., 1594 State Street, Schenectady, NY 12304, Telephone 1-800-724-6306 or 518-370-5558
2. **“Advant-Edger”** manufactured by Advant-Edge Paving Equipment LLC, 33 Old Niskayuna Road, Loudonville, NY 12211, Telephone 814-422-3343
3. **“Ramp Champ”** manufactured by Advant-Edge Paving Equipment LLC, 33 Old Niskayuna Road, Loudonville, NY 12211, Telephone 814-422-3343
4. **“SafeTSlope”** manufactured by Troxler Electronic Laboratories, Inc., 3008 E. Cornwallis Rd. Research Triangle Park, NC 27709, Telephone 877-876-9537

Comply with manufacturer's instructions for attaching the device(s) to the paver. The Engineer accepts the use of selected tapered edge device when edge shape and compaction of the test section are in compliance with plans and specifications. No further paving operations which include the construction of the tapered edge shall commence unless means and methods for constructing the tapered edge are approved by the Engineer.

Add to the end of Section 39-2.01C(7):

New paving shall tie smoothly into previously resurfaced mats, existing pavement and to private drives. Place additional HMA along the pavement's edge to conform to private drives and private road connections as shown in the Project Details.

Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

Feather down the HMA to zero thickness at the approximate rate of 20 feet per 0.08-foot thickness at all match lines across the travel lanes including the beginning and end of construction and at all intersections unless otherwise shown or described in the Project Details and as directed by the Engineer.

Replace Section 39-2.01C(9) with:

39-2.01C(9) Miscellaneous Areas , Dikes, Plug & Berms

Prepare the area to receive HMA for miscellaneous areas, dikes, Plug and berms, including excavation, compaction and backfill as needed.

Spread the HMA in miscellaneous areas in 1 layer and compact to the specified lines and grades.

Spread HMA in plug areas as indicated in the plans. In areas of the road anticipated to receive an overlay, the last lift of the plug shall be performed with the overlay.

In median areas adjacent to slotted median drains, each layer of HMA must not exceed 0.20 foot maximum compacted thickness.

The finished surface must be:

1. Textured uniformly
2. Compacted firmly
3. Without depressions, humps, and irregularities

Add to the list in the 1st paragraph of Section 39-2.01C(15)(b):

5. HMA overlays over existing pavement

Replace the 2nd paragraph in Section 39-2.01D with:

Except for when a bid item for tack coat is specified, payment for tack coat is included in the payment for hot mix asphalt.

Replace the 5th paragraph in Section 39-2.01D with:

The payment quantity for place hot mix asphalt dike or berm of the type shown on the Bid Item List is the length measured from end to end. Payment for the HMA used to construct the dike or berm is not included in the payment for place hot mix asphalt dike or berm.

Add to Section 39-2.01D:

The payment quantity for place hot mix asphalt 7 inch thick x 1 foot wide plug shown on the Bid Item List is the length measured from end to end. Payment for the HMA used to construct the plug is not included in the payment for place hot mix asphalt plug.

Replace Section 39-2.02A(4)(b)(ii) with:

39-2.02A(4)(b)(ii) Aggregates

Test the quality characteristics of aggregates under the test methods and frequencies shown in the following table:

Aggregate Testing Frequencies

Quality characteristic	Test method	Minimum testing frequency
Gradation ^a	AASHTO T 27	1 per 750 tons and any remaining part
Sand equivalent ^{b, c}	AASHTO T 176	
Moisture content ^d	AASHTO T 255	
Crushed particles	AASHTO T 335	1 per 10,000 tons or 2 per project whichever is greater
Los Angeles Rattler	AASHTO T 96	
Flat and elongated particles	ASTM D4791	
Fine aggregate angularity	AASHTO T 304 Method A	
Coarse durability index	AASHTO T 210	1 per 3,000 or 1 per paving day, whichever is greater
Fine durability index	AASHTO T 210	

^aIf RAP is used, test the combined aggregate gradation under California Test 384.

^bReported value must be the average of 3 tests from a single sample.

^cUse of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

^dTest at continuous mixing plants only. If RAP is used, test the RAP moisture content at continuous mixing plant and batch mixing plant.

For lime treated aggregate, test aggregate before treatment and test for gradation and moisture content during HMA production.

Replace Section 39-2.02A(4)(b)(iii) with:

39-2.02A(4)(b)(iii) Reclaimed Asphalt Pavement

Sample and test processed RAP at a minimum frequency of 1 sample per 1,000 tons with a minimum of 6 samples per fractionated stockpile. If the fractionated stockpile has not been augmented, the 3 RAP samples taken and tested for mix design can be part of this minimum sample requirement. If a processed RAP stockpile is augmented, sample and test processed RAP quality characteristics at a minimum frequency of 1 sample per 500 tons of augmented RAP.

The combined RAP sample when tested under AASHTO T 164 must be within ± 2.00 percent of the average asphalt binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form. If a new processed RAP stockpile is required, the average binder content of the new processed RAP stockpile must be within ± 2.00 percent of the average binder reported on page 4 of your Contractor Hot Mix Asphalt Design Data form.

The combined RAP sample when tested under AASHTO T 209 must be within ± 0.06 of the average maximum specific gravity reported on page 4 of your Contractor Hot Mix Asphalt Design Data form.

During Type A HMA production, sample RAP twice daily and perform QC testing for:

1. Aggregate gradation at least once a day under California Test 384
2. Moisture content at least twice a day

Replace Section 39-2.02A(4)(b)(ix) with:

39-2.02A(4)(b)(ix) Type A Hot Mix Asphalt Production

Test the quality characteristics of Type A HMA under the test methods and frequencies shown in the following table:

Type A HMA Production Testing Frequencies

Quality characteristic	Test method	Minimum testing frequency
Asphalt binder content	AASHTO T 308, Method A	1 per 750 tons and any remaining part
HMA moisture content	AASHTO T 329	1 per 2,500 tons but not less than 1 per paving day
Air voids content	AASHTO T 269	1 per 4,000 tons or 2 every 5 paving days, whichever is greater
Voids in mineral aggregate	MS-2 Asphalt Mixture Volumetrics	1 per 10,000 tons or 2 per project whichever is greater
Dust proportion	MS-2 Asphalt Mixture Volumetrics	
Hamburg wheel track	California Test 389	1 per 10,000 tons or 1 per project, whichever is greater
Moisture susceptibility	AASHTO T 283	3 per 250 tons or 3 per paving day, whichever is greater

Replace the 1st table in the 1st paragraph of Section 39-2.02A(4)(e) with:

39-2.02A(4)(e) Department Acceptance

The Department accepts Type A HMA based on compliance with:

1. Aggregate quality requirements shown in the following table:

Aggregate Quality

Quality characteristic	Test method	Requirement
Aggregate gradation ^a	AASHTO T 27	JMF ± Tolerance
Percent of crushed particles	AASHTO T 335	95
Coarse aggregate (min, %)		
One-fractured face		
Two-fractured faces		
Fine aggregate (min, %)	AASHTO T 335	90
(Passing No. 4 sieve		
and retained on No. 8 sieve.)		
One-fractured face		
Los Angeles Rattler (max, %)	AASHTO T 96	12
Loss at 100 Rev.		
Loss at 500 Rev.		
Sand equivalent (min.) ^{b, c}	AASHTO T 176	47
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %) ^d	AASHTO T 304, Method A	45
Coarse durability index (D _c , min)	AASHTO T 210	65
Fine durability index (D _f , min)	AASHTO T 210	50

^aThe Engineer determines combined aggregate gradations containing RAP under California Test 384.

^bReported value must be the average of 3 tests from a single sample.

^cUse of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," 8.4.2 Manual Shaker Method, and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

^dThe Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

Replace the 1st sentence in the 2nd paragraph of Section 39-2.02B(2) with:

For Type A HMA mixtures using RAP, the maximum allowed binder replacement is 25.0 percent.

Replace Section 39-2.02B(3) with:

39-2.02B(3) Asphalt Binder

The grade of asphalt binder for Type A HMA must be PG 64-10.

Replace Section 39-2.02B(4)(a) with:

39-2.02B(4)(a) General

Before the addition of asphalt binder and lime treatment, the aggregates must comply with the requirements shown in the following table:

Aggregate Quality

Quality characteristic	Test method	Requirement
Percent of crushed particles:		
Coarse aggregate (min, %)		
One-fractured face		95
Two-fractured faces		90
Fine aggregate (min, %)		
(Passing No. 4 sieve		
and retained on No. 8 sieve.)		
One-fractured face		70
Los Angeles Rattler (max, %)		
Loss at 100 Rev.		12
Loss at 500 Rev.		40
Sand equivalent (min) ^a	AASHTO T 176	47
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %) ^b	AASHTO T 304, Method A	45
Coarse durability index (Dc, min)	AASHTO T 210	65
Fine durability index (Df, min)	AASHTO T 210	50

^aThe reported value must be the average of 3 tests from a single sample. Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," 8.4.2 Manual Shaker Method, and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

^bThe Engineer waives this specification if the Type A HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

Replace Section 39-2.02B(5) with:

39-2.02B(5) Reclaimed Asphalt Pavement

You may substitute RAP for part of the virgin aggregate in a quantity up to 15 percent of the aggregate blend.

Provide enough space at your plant for complying with all RAP handling requirements. Provide a clean, graded base, well drained area for stockpiles.

If RAP is from multiple sources, blend the RAP thoroughly and completely before fractionating.

For RAP substitution of 15 percent of the aggregate blend or less, fractionation is not required.

Isolate the processed RAP stockpiles from other materials. Store processed RAP in conical or longitudinal stockpiles. Processed RAP must not be agglomerated or be allowed to congeal in large stockpiles.

Replace Section 39-2.02B(11) with:

39-2.02B(11) Type A Hot Mix Asphalt Production

If RAP is used, the asphalt plant must automatically adjust the virgin asphalt binder to account for RAP percentage and RAP binder.

During production, you may adjust hot- or cold-feed proportion controls for virgin aggregate and RAP. RAP must be within ± 3 of RAP percentage described in your Contractor Job Mix Formula Proposal form without exceeding 15 percent.

Add to the beginning of Section 39-2.02C:

Place Type A HMA in lifts if shown in the project details.

Replace Section 39-3.02C with:

Where replace asphalt concrete surfacing is shown, remove the asphalt concrete surfacing and, if necessary, base to a depth of 6 inches below the grade of the existing surfacing and replace with HMA. The Engineer determines the exact limits of asphalt concrete surfacing to be replaced.

The width of each removal shall be a minimum of four feet wide or as determined by the Engineer.

Use cold planed material for shoulder backing inside the project limits, as per these specifications and as directed by the Engineer.

Replace asphalt concrete in a lane before the lane is specified to be opened to traffic.

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to a depth of 6 inches below the grade of the existing surfacing. Do not damage any asphalt concrete and base remaining in place.

If you excavate the base beyond the specified plane, replace it with HMA.

Do not use a material transfer vehicle for replacing asphalt concrete surfacing.

Before placing HMA, apply a tack coat as specified in section 39-2.01C(3)(f).

Place HMA using method compaction as specified in section 39-2.01C(2)(c).

The contract price paid per unit shown on the Bid Item List for Replace Asphalt Concrete Pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in repairing pavement, complete in place, including disposal of removed material, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The quantity of Replace Asphalt Concrete Pavement to be paid for will be the actual volume repaired.

Replace Section 39-3.03 with:

39-3.03 REMOVE ASPHALT CONCRETE DIKES & BERMS

39-3.03A General

Section 39-3.03 applies to removing asphalt concrete dikes and berms outside the limits of excavation.

39-3.03B Materials

Not Used

39-3.03C Construction

Reserved

39-3.03D Payment

Not Used

DIVISION VII DRAINAGE FACILITIES

Add Section 65-2.01A

The work for furnishing all materials and labor required to adjust storm drain manholes to grade shall comply with Fresno Metropolitan Flood Control District Standard Plans & Specifications.

In case of conflict between the Caltrans *Standard Specifications* and these FMFCD Standard plans or specifications, the FMFCD Standard shall take precedence over and be used in lieu of such conflicting portions.

Contractor is responsible to coordinate with Engineer the presence of FMFCD inspector when storm drain manholes are being adjusted.

70-8.01D PAYMENT

The cost for furnishing all labor, materials, tools and equipment and doing all the work involved in adjusting ring to grade and surface restoration shall be paid as "each" in the bid item "ADJUST MANHOLE LIDS TO GRADE"

DIVISION VIII MISCELLANEOUS CONSTRUCTION

78 INCIDENTAL CONSTRUCTION

Add to the end of Section 78-2.01:

Damaged or destroyed survey monuments shall be replaced with new survey monuments.

Survey monuments shall be constructed or adjusted, as applicable, in accordance with Standard Drawing A-74 Type D.

Survey control for the reestablishment of survey monuments will be provided by the Department.

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

Replace the word "Department's" with "Caltrans" in the 2nd paragraph of Section 82-1.01.

Replace Item 1 of the 2nd paragraph of section 82-2.02A with:

1. Phrase *Property of The County of Fresno*

Add to Section 82-2.02B:

Signs must be 0.080 inch thick aluminum alloy and street name signs must be 0.125 inch thick alloy faced on both sides.

Replace the 2nd paragraph of Section 82-2.02C with:

Reflective sheeting on all signs shall be 3M Diamond Grade DG3 Series 4000 or equal and must meet ASTM Type XI specifications.

Add to Section 82-2.02D:

All signs must have the 3M 1160 graffiti resistant clear overlay film or equal.

Replace Section 82-2.04 with:

82-2.04 PAYMENT

Not Used

Add to the end of Section 82-3.02A:

All new roadside signs must be mounted to steel square posts.

Add to the end of Section 82-3.02B:

All post for traffic signs must be 2"X2"X10' square by 14 gauge steel.

Welded Anchor (2 1/4"X2 1/4"X30") and sleeve (2 1/2"X2 1/2"X18") shall be used as a base to anchor post in the ground. Hole size and placement must be the same as the metal post.

All mounting hardware shall be either galvanized or stainless steel. Banding shall be 3/4 inch wide stainless steel with flare leg sign brackets. Hose clamps are not permitted. All signs shall be mounted using 3/8" aluminum drive rivets. Nuts and bolts are not permitted.

Replace the 1st paragraph of Section 82-3.02D with:

Furnish a laminated wood box post with an attached metal cap at the top of each post.

Replace the last paragraph of Section 82-3.04 with:

Full compensation for furnishing sign panels is included in the bid item price per each Roadside Sign - One Post and Roadside Sign - Two Post. One or more sign panels furnished and installed on a single post will be counted as (1) one Roadside Sign - One Post. One or more sign panels furnished and installed on two posts will be counted as (1) one Roadside Sign - Two Post.

8

84 MARKINGS

Replace Section 84-1.03 with:

84-1.03 Construction

Before obliterating any pavement delineation (traffic stripes, pavement markings) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed.

The Contractor shall protect pedestrian crosswalks, stop bars, rumble bars, and rumble Botts' dots from damage or displacement, unless otherwise directed by the Engineer.

Replace or repair facilities, which are damaged with your operation, at your expense.

Replace the 2nd paragraph of section 84-2.01D(3) with:

The thermoplastic test stripe will be tested for yellow color, daytime luminance factor, and yellowness index requirements.

Delete the 1st & 2nd paragraph of Section 84-2.03B(2)(a)

Replace the 2nd paragraph of section 84-2.03B(2)(b) with:

Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.37 lb of thermoplastic per foot of 4-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.100 inch thick.

Replace the 2nd paragraph of Section 84-2.03B(2)(c) with:

Apply sprayable thermoplastic at a rate of at least 0.29 lb of thermoplastic per foot of 4-inch-wide solid stripe. The applied sprayable thermoplastic material must be 0.08 inch (80 mil) thick.

Replace the 1st paragraph of section 84-9.04 with:

The payment quantity for remove traffic stripe is the measured length of the stripe removed independent of width. Double or triple stripes are paid the same as a single stripe.

DIVISION X ELECTRICAL WORK

86 ELECTRICAL SYSTEMS

86-1.01 GENERAL

Coordination with PG&E for Traffic Signal: Contractor is responsible for coordinating, furnishing, and installing all substructure and conduits and labor to connect to the point of service shown in the plans to the new panel. The existing TESCO panel shall be removed, salvaged and returned to the City of Fresno, Traffic and Operations Building once construction is completed and the new HAWK signal is operational.

The HAWK Traffic Signal for this project shall conform to the applicable provisions of Section 23 of the City Standard Specifications, the applicable provisions of the City Standards, Section 86 of the State Standard Specifications, these specifications, as shown on the plans, and as directed by the Engineer. Contractor is responsible for obtaining the most current and complete version of the City of Fresno's specifications from the City website. Contractor is responsible for obtaining all City of Fresno Standard Drawings required to install a fully functional traffic signal to the acceptance of the City of Fresno inspectors.

The specifications and drawings can be found on the City website:

[City of Fresno Public Works Standards Volume 2 - Standard Specifications, Addendum 9, May 2024](#)

Section 23 of the City of Fresno Standard Specifications shall apply, except as modified below.

Model 2070LX Controller Assemblies: New Model 2070LX controller assembly or assemblies shall be furnished by the Contractor, as shown on Plans, and shall conform to Section 86-1.02Q of the State Standard Specifications and all addenda thereto, current at the time of project advertising, and these Specifications. The controller shall accompany manufacturer written verification and certification that the 2070LX controller meets or exceeds the requirements set for in the current Caltrans Transportation Electrical Specifications (TEES) – March 12, 2009 and all Errata. The City will not accept the 2070LX controller without the certification. The certification shall have documentation from the Manufacturer indicating that the 2070LX controller has gone through Quality Assurance testing of all components; this will ensure the City receives a quality product.

The controller shall be the "lite" version Model 2070LX (California Transportation Department Rack Mount type) ATC traffic controller per State Standard Specifications, shall conform to the Transportation

Electrical Equipment Specifications (TEES) Errata 2. The controller shall be equipped with the following modules:

- 2070-1C CPU with 64MB DRAM, 128MB Flash, Linux Operating System, 3 each - 10/100 Ethernet Ports, USB 2.0 full-speed port for memory, Nonvolatile SRAM, C13S connector, 3.3v/5v data key, TEES 2009 compatible, Freescale PowerQuick Processor and ATC 5.2b compliant
- 2070-2E+ I/O Module for 332 cabinets
- 2070-3B 8x40 Line Display and dual keyboard panel
- 2070-4A Heavy-Duty 10 A Power Supply Module
- 2070-7A Dual Serial Port Card, RS-232
- Linux 2.6.35 or higher kernel
- V76 Patriot V76.15Z Firmware installed in Controller 2070LX Controller part number shall be: 2070-F6330601S10

The manufacturer must provide a written warranty against defects in materials and workmanship for LED signal modules for a minimum period of 48 months after installation of LED signal modules. Replacement LED signal modules must be provided within 15 days after receipt of failed LED modules at your expense. The Department pays for shipping the failed modules to you. All warranty documentation must be submitted to the Engineer before installation. Replacement LED signal modules must be delivered to Fresno County Department of Public Works and Planning, Maintenance and Operations Division.

Conduit shall conform to the City of Fresno Standard Specifications, except that trenching shall be allowed as described on the plans and slurry backfill shall be required or deleted as described on the plans.

Potholing: Foundation locations shall be potholed (excavated) to determine if underground utilities or structures exist prior to ordering traffic signal equipment. The pothole locations shall be approved by the Engineer prior to excavation. If underground utilities or structures are encountered, the Contractor shall notify the Engineer immediately and an alternate foundation location shall be determined.

Potholed locations shall be backfilled and repaired to a safe condition. Potholed locations within existing pavements to remain shall be patched with hot-patch asphalt or as approved by the Engineer.

Existing Flashing beacon Poles:

Contractor shall be responsible for removing existing flashing beacon and poles. Remove the top 12 inches of the existing foundation. The rest of the footing can be abandoned in place. The existing flashing beacon head and poles shall be salvaged and returned to the City of Fresno, Traffic and Operations Building.

Existing flashing beacon shall remain functional until the new HAWK signal becomes operational. Contractor shall remove pull boxes and wiring once transition is made. Contractor is responsible for coordinating with PG&E for the disconnect/connect.

86-1.04 PAYMENT

The bid item TRAFFIC SIGNAL AND LIGHTING (HAWK) shall consist of installing the HAWK traffic signal and street lighting systems, traffic signal pole installation, signal cabinets, service cabinets, vehicle and pedestrian signal heads, safety lighting, pull boxes, conductors, APS push buttons, the listed battery backup system, all traffic signal work at the location indicated on the plans, all roadway street lighting work, and other necessary appurtenances, complete in place. This work shall include all coordination with PGE for point of service.

Contractor shall submit a schedule of values itemizing the cost submitted in the lump sum bid item. No

additional compensation will be added to the contract lump sum price due to differences between the quantities shown in the schedule of values furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these specifications.

At the Engineer's discretion, the approved schedule of values may be used to determine partial payments during the progress of the work.

Full compensation for all costs involved in furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in potholing, installing the traffic signal and street lighting systems, complete in place and fully operational, shall be included in the lump sum price of this bid item TRAFFIC SIGNAL AND LIGHTING (HAWK), and no additional payment will be made.

The controller concrete pad shall be included in the "CONCRETE ADA RAMP, SIDEWALK, WALKWAY, ELECTRICAL PAD (MINOR CONCRETE) " bid item.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing existing flashing beacon and its appurtenances, including removal of existing conductors, and any other item as described herein these specifications, as shown on the Plans, and as directed by the Engineer shall be in the lump sum price of the bid item REMOVE FLASHING BEACON, and no additional payment will be made.

DIVISION XI MATERIALS

90 CONCRETE

Replace the 1st sentence of the 3rd paragraph of Section 90-1.01D(3) with:

Shrinkage test data authorized by the Department or Caltrans no more than 3 years before the 1st day of the Contract is authorized for entire Contract.

Add to the end of item 3.3 in the list in the 7th paragraph of Section 90-1.02G(3):

Max.

Replace the word "Department" with "Caltrans" in the 2nd paragraph of Section 90-2.02E.

Replace the 3rd sentence of Item 3 of the list in the 3rd paragraph of Section 90-4.02 with:

Test data authorized by the Department or Caltrans no more than 3 years before the 1st day of the Contract is authorized for the entire Contract.

92 ASPHALT BINDERS

Replace the word "Department" with "Caltrans" in the 1st sentence of Section 92-1.01D(2).

Replace the word "Department" with "Caltrans" in footnote 'b' of the 1st table in Section 92-1.02B.

Replace the word "Department" with "Caltrans" in the 5th paragraph of Section 92-1.02B.

94 ASPHALTIC EMULSIONS

Replace Section 94-1.02E with:

94-1.02E Cationic Emulsified recycling Agent

Not Used

Replace Section 94-1.02G with:

94-1.02G Bonded Wearing Course Asphaltic Emulsions

Not Used

Replace Section 94-1.02H with:

94-1.02H Rapid Setting Polymer Modified Rejuvenating Asphaltic Emulsions

Not Used

Replace Section 94-1.02K with:

94-1.02K Micro-Surfacing Emulsions

Not Used

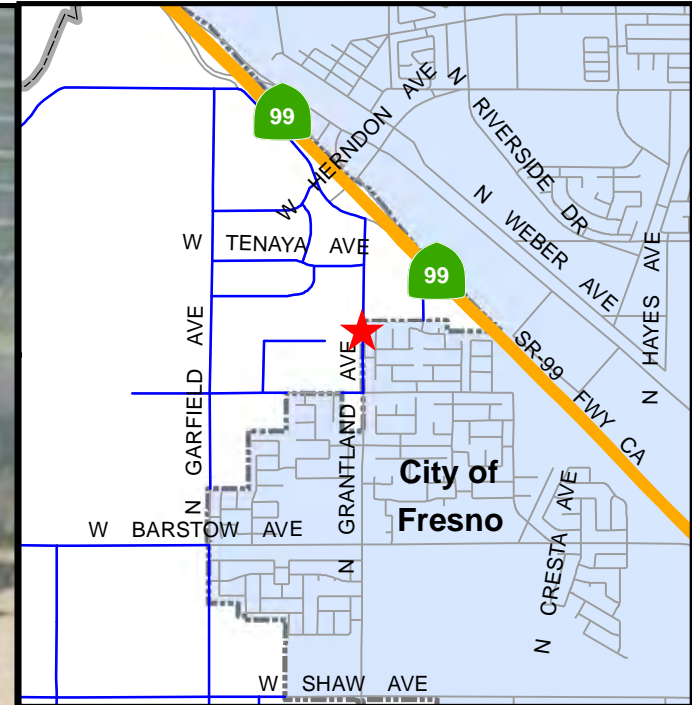
Project Details

LOCATION DETAIL

HERNDON-BARSTOW
ELEMENTARY SCHOOL

PROJECT AREA

N GRANTLAND AVE

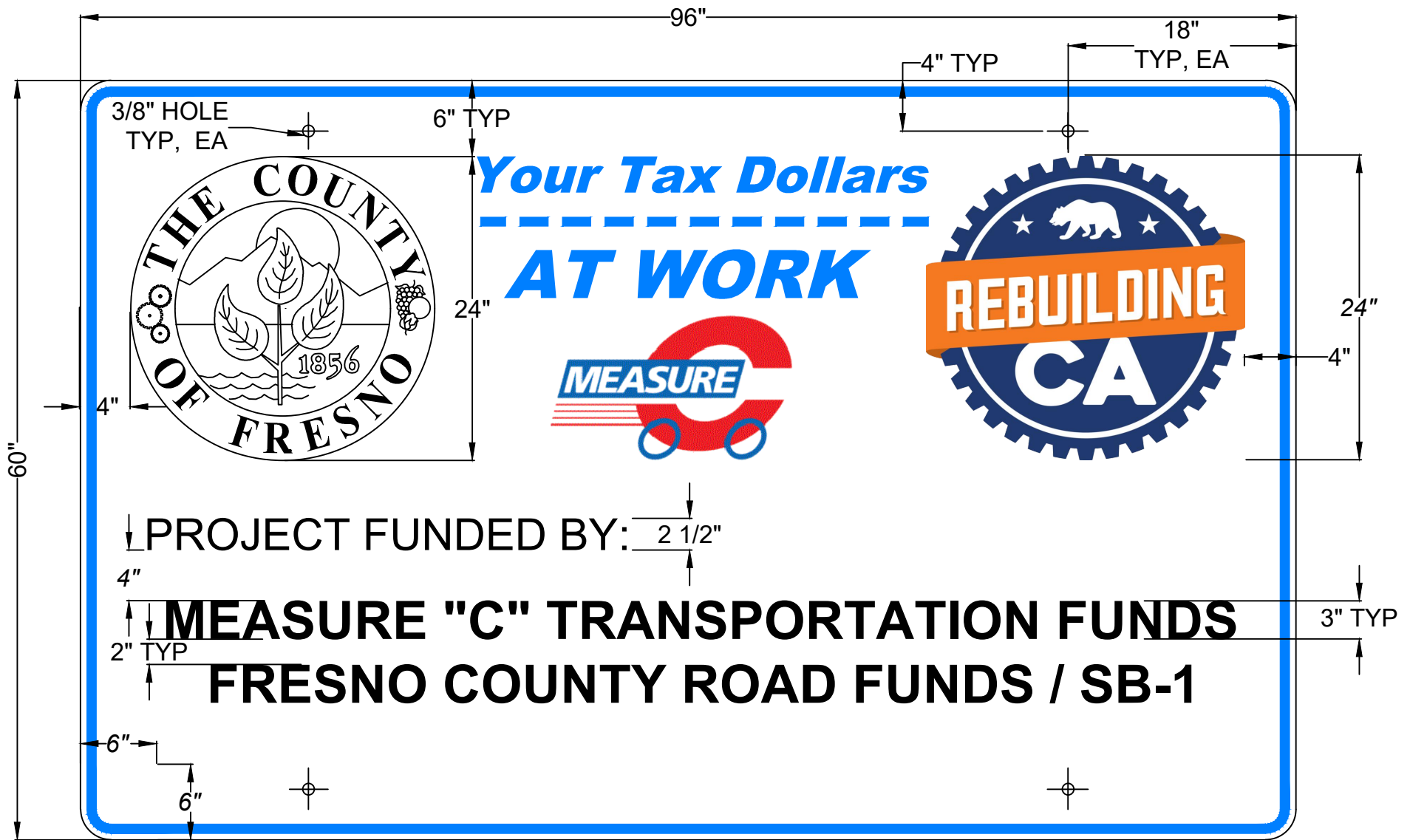


	DATE:
DESIGNED: D.N.	11/04/2022
REVISED D.N.	11/17/2022
STATE BRIDGE NO.	N/A

SCALE IN FEET
<div> <div>0</div> <div>25</div> <div>50</div> </div> <div>Feet</div>



DEPARTMENT OF PUBLIC WORKS & PLANNING
ACTIVE TRANSPORTATION PROGRAM HERNDON-BARSTOW ELEMENTARY HIGH INTENSITY ACTIVATED CROSSWALK



CONTRACT No. 24-17-C

	DATE:	SCALE: NONE		DEPARTMENT OF PUBLIC WORKS AND PLANNING	
DESIGNED: S.A.		DRAWING NO. XX		CONSTRUCTION PROJECT FUNDING SIGN HERNDON-BARSTOW ELEMENTARY HIGH INTENSITY ACTIVATED CROSSWALK (HAWK)	
DRAWN: R.O.					
CHECKED: N/A					

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

(5) Authorized Signature

Signature: _____ Date: _____

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest."

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

BID BOOK

HERNDON-BARSTOW ELEMENTARY HIGH INTENSITY ACTIVATED CROSSWALK (HAWK)

STATE PROJECT NUMBER: ATPL-5942(321)

BUDGET / ACCOUNT: 4510 / 7370



Department of Public Works and Planning

CONTRACT NUMBER 24-17-C

BID BOOK TABLE OF CONTENTS

HERNDON-BARSTOW ELEMENTARY HIGH INTENSITY ACTIVATED CROSSWALK (HAWK) CONTRACT NUMBER 24-17-C

PROPOSAL NUMBER(S)	TITLE
NOT APPLICABLE	INSTRUCTIONS FOR COMPLETING THE BID BOOK
1	PROPOSAL TO THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO
2	BID ITEM LIST
3	EVALUATION OF BID ITEM LIST
4	BID SECURITY
5	NON-COLLUSION DECLARATION
6	PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
7	PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE AND PUBLIC CONTRACT CODE 10232 STATEMENT
8	SUBCONTRACTORS
9	TITLE 13, CALIFORNIA CODE OF REGULATIONS § 2449(I) GENERAL REQUIREMENTS FOR IN-USE OFF-ROAD DIESEL-FUELED FLEETS
10 - 17	NOT USED
18	OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS
19	GUARANTY

INSTRUCTIONS FOR COMPLETING THE BID BOOK FOR NON-FEDERAL AID PROJECTS

General

Complete forms in the Bid book.

Submit an electronic bid online at <http://www.BidExpress.com> or submit a hardcopy bid:

1. Under sealed cover addressed to the Department and labeled with the name of the bidder, contract number, the name of the project and the statement 'Do Not Open Until The Time Of Bid Opening.'
2. Marked as a bid
3. Identifying the contract number and the bid opening date

Certain bid forms must be submitted with the bid and properly executed.

Certain other forms and information must be submitted either with the bid or within the prescribed period after bid opening as specified elsewhere in these special provisions.

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

Bid Item List and Bid Comparison

Submit a bid based on the bid item quantities the Department shows on the Bid Item List. Bids will be evaluated and the low bidder determined as indicated in the *Notice to Bidders*.

Bid Document Completion

Proposal items are identified by title and by the word "Proposal" followed by the number assigned to the proposal item in question. Proposal items are included in the *Bid Book*.

Proposal to the Board of Supervisors of Fresno County – Proposal 1

Provided for information.

Bid Item List – Proposal 2

One or more sheet(s) or list(s) upon which the bidder completes the bid.

Fill out completely including a unit price and total for each unit price-based item and a total for each lump sum item.

Do not make any additions such as "plus tax", "plus freight", or conditions such as "less 2% if paid by 15th".

Use ink or typewriter for paper bids.

Evaluation of Bid Item List – Proposal 3

Describes how inconsistencies and irregularities are evaluated and corrected when Design Services reviews the Bid Item List.

Bid Security and Signature – Proposal 4

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

- Cash
- Cashier's check
- Certified check
- Signed bidder's bond by an admitted surety insurer

Indicate type of bid security provided.

- Cash – Acceptable but not recommended. Cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.
- Cashier's or Certified Checks. This type of security is held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract is fully executed by the bidder and bonds and insurance have been approved.
- Bid Bonds - Must be signed by the bidder and by the attorney-in-fact for the bonding company. Provide notarized signature of attorney-in-fact accompanied by bonding company's affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection.

Bonding companies may provide their own bid bond forms. The Bid Security and Signature sections must be completed by the bidder and submitted with their bid.

Acknowledge Addenda

Provide contractor's license information.

State business name and if business is a:

- Corporation - list officers
- Partnership - list partners
- Joint Venture - list members; if members are corporations or partnerships, list their officers or partners.
- Individual - list Owner's name and firm name style

Signature of Bidder - the following lists types of companies and corresponding authorized signers.

- Corporation - by an officer
- Partnership - by a partner
- Joint Venture - by a member
- Individual - by the Owner

If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be accompanied by a power of attorney authorizing the individual to sign the bid in question or to sign bids more generally, otherwise the bid may be rejected.

- Business Address - Firm's Street Address
- Mailing Address - P.O. Box or Street Address
- Complete, sign, and return with bid.

Non-Collusion Declaration – Proposal 5

Must be completed, signed, and returned with bid.

Public Contract Code Section 10285.1 Statement – Proposal 6

Select "has" or "has not" in accordance with instructions on form, return completed form with bid. Note that signing the bid constitutes signing this statement.

Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement – Proposal 7

Select "yes" or "no" accordance with instructions on form, include explanation if "yes" is selected. Return completed form with bid. Note that signing the bid constitutes signing this questionnaire and statement.

Subcontractors – Proposal 8

Sheet(s) or spaces where bidders list subcontractors. List each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub. Contract Code § 4100 et seq.).

The *Subcontractor List* submitted with the bid must show the name, location of business, work portions to be performed, Department of Industrial Relations registration number, and the contractor's license number for each subcontractor listed.

- Use subcontractor's business name style as registered with the License Board.
- Specify the city in which the subcontractor's business is located and the state if other than California.
- Description of the work to be performed by the subcontractor. Indicate with bid item numbers from the bid item list and/or work descriptions similar to those on bid item list.
- List Department of Industrial Relations number and license number for each subcontractor.

Upon request from Design Services, provide the following additional information within 24 hours of bid opening if not included on the *Subcontractor List* submitted with the bid:

- Complete physical address for each subcontractor listed.
- Percentage of the total bid or dollar amount associated with each subcontractor listed.

Title 13, California Code of Regulations § 2449(i) General Requirements for In-Use Off-Road Diesel-Fueled Fleets – Proposal 9

Contractors, if applicable, must submit valid Certificates of Reported Compliance with their bid. Subcontractor certificates will be due no later than 4:00 PM on the fifth (5th) calendar day after the bid opening if not submitted with the bid.

Proposal 10 - Proposal 17 – Not Used

***Opt Out of Payment Adjustments for Price Index Fluctuations* – Proposal 18**

You may opt out of the payment adjustments for price index fluctuations specified in section 9-1.07. To opt out, submit a completed *Opt Out of Payment Adjustments for Price Index Fluctuations* form with your bid.

Guaranty – Proposal 19

Does not need to be signed with the bid. Part of the contract which must be signed by the contractor when contract is executed.

General Info

Total:

\$661,990.00

Number	Description
24-17-C	Herndon-Barstow Elementary High Intensity Activated Crosswalk (HAWK)
Deadline	State Project Number: ATPL-5942(321)
01/16/2025 02:00 PM PST	
Vendor	The work to be done consists, in general, of relocating the existing crosswalk, demolishing an existing left turn pocket, widening a section of Grantland Avenue to construct a new sidewalk with curb, gutter, and ADA curb ramps, and installing a High Intensity Activated Crosswalk (HAWK), [also known as a Pedestrian Hybrid Beacon (PHB)] system at the new crosswalk near Herndon-Barstow Elementary School. The existing flashing beacons will also be removed as part of the project. All on-site work will be performed while school is out of session, between June 16, 2025 and August 13, 2025.
Avison Construction, Inc.	
Submitted	
01/16/2025 01:46 PM PST	
Signed by	
Curtis Short Account Holder	Allows zero unit prices and labor
Curtis Short	Yes
Opened	Allows negative unit prices and labor
01/16/2025 02:02 PM PST By	Yes
jwongsing@fresnocountyca.gov	

Attachment List

Project Website
RFC form, bid opening details, any Supplemental Information
including RFC responses, prebid conference information, etc.

Specifications
Specifications

Plans (26 MB)
Plans (26 MB)

Proposal to the County of Fresno - Proposal 1

Proposal to the County of Fresno

hereinafter called the Owner

HERNDON-BARSTOW ELEMENTARY HIGH INTENSITY ACTIVATED CROSSWALK (HAWK)

STATE PROJECT NUMBER: ATPL-5942(321)

The work embraced herein shall be done in accordance with the 2023 Standard Specifications and with the 2023 Standard Plans, of the State of California, Department of Transportation insofar as the same may apply and in accordance with these special provisions.

Except to the extent that they may conflict with these special provisions, revised Standard Specifications apply to the extent included in the section entitled "Project Details" of the book entitled "Specifications."

The work to be done is shown on a set of Plans, Department File No. 11326, entitled: "Herndon Barstow Elementary High Intensity Activated Crosswalk (HAWK)".

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that they have carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and they propose and agree if this proposal is accepted, that they will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that they will take in full payment therefor the following unit prices, to-wit:

Bid Item List - Proposal 2

\$661,990.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
1	20,000	\$	Supplement Work For Price Index Fluctuations	\$1.00	\$20,000.00
2	1	LS	Traffic Control System	\$60,000.00	\$60,000.00
3	2	EA	Construction Project Funding Sign	\$2,000.00	\$4,000.00
4	1	LS	Job Site Management	\$500.00	\$500.00
5	1	LS	Prepare And Implement Water Pollution Control Plan	\$1,000.00	\$1,000.00
6	29	SY	Remove And Dispose Concrete ADA Ramp	\$50.00	\$1,450.00
					Total: \$661,990.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
7	18	SY	Remove And Dispose Concrete Walkway	\$55.00	\$990.00
8	297	LF	Remove And Dispose Concrete Curb	\$10.00	\$2,970.00
9	51	LF	Remove And Dispose Concrete Curb And Gutter	\$20.00	\$1,020.00
10	86	SY	Remove And Dispose Stamped Concrete	\$45.00	\$3,870.00
11	316	SF	Remove And Dispose Concrete Sidewalk	\$12.00	\$3,792.00
12	6	EA	Remove And Dispose Sign And Post	\$100.00	\$600.00
13	7	EA	Remove And Dispose Channelizers	\$50.00	\$350.00
14	1	LS	Remove And Dispose Retroreflective Markers	\$200.00	\$200.00
15	1	LS	Clearing And Grubbing	\$30,000.00	\$30,000.00
16	163	CY	Roadway Excavation - Final Pay Item	\$155.00	\$25,265.00
17	1	LS	Finishing Roadway	\$8,000.00	\$8,000.00
18	30	CY	Class II Aggregate Base - Final Pay Item	\$270.00	\$8,100.00
19	1	TON	Fog Seal	\$1,200.00	\$1,200.00
20	1,540	SY	Cold Plane Asphalt	\$12.00	\$18,480.00
					Total: \$661,990.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
21	288	TON	Hot Mix Asphalt - 1/2" (Type A)	\$200.00	\$57,600.00
22	1	TON	Minor HMA (3/8") (Type E Dike)	\$500.00	\$500.00
23	365	LF	Place HMA 7 Inch Thick x 1 Foot Wide Plug	\$30.00	\$10,950.00
24	37	LF	Place HMA Dike (Type E)	\$80.00	\$2,960.00
25	1	TON	Tack Coat	\$1,200.00	\$1,200.00
26	3	EA	Adjust Storm Drain Manhole Lid to Grade	\$2,000.00	\$6,000.00
27	151	SY	Concrete ADA Ramp, Sidewalk, Walkway, Electrical Pad (Minor Concrete)	\$140.00	\$21,140.00
28	342	LF	Concrete Median Island Curb (Minor Concrete)	\$52.00	\$17,784.00
29	120	LF	Concrete Curb And Gutter (Minor Concrete)	\$83.00	\$9,960.00
30	102	SF	Detectable Warning Device	\$47.00	\$4,794.00
31	113	SY	Stamped Concrete (Median)	\$139.00	\$15,707.00
32	16	EA	Install Sign And Post	\$700.00	\$11,200.00
33	7	EA	Install New Channelizers	\$250.00	\$1,750.00
34	88	EA	Retroreflective Pavement Marker (Type H)	\$14.00	\$1,232.00
					Total: \$661,990.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
35	1	EA	Fire Hydrant Marker Blue	\$130.00	\$130.00
36	468	LF	Thermoplastic Traffic Stripe (Detail 39)	\$3.00	\$1,404.00
37	655	LF	Paint Traffic Stripe (Detail 39)	\$2.00	\$1,310.00
38	810	LF	Paint Traffic Stripe (Detail 39A)	\$2.00	\$1,620.00
39	458	LF	Paint 6" White Diagonal (Buffer)	\$2.00	\$916.00
40	346	LF	Thermoplastic 8" White Diagonal (Buffer)	\$4.00	\$1,384.00
41	1,945	LF	Thermoplastic Traffic Stripe (Detail 27B)	\$3.00	\$5,835.00
42	54	LF	Thermoplastic 12" Stop Bar Line	\$5.00	\$270.00
43	308	LF	Paint Red Curb	\$2.00	\$616.00
44	42	SF	Paint Pavement Marking (A24C) (Bike Arrow And Bike Symbol)	\$5.00	\$210.00
45	238	SF	Thermoplastic Pavement Markings (A24D) (Arrow, Xing, School)	\$5.00	\$1,190.00
46	432	SF	Thermoplastic Crosswalk Stripe (A24F) (Yellow Continental)	\$5.00	\$2,160.00
47	691	SF	Remove Pavement Markings (Arrow, Xing, School, Slow, And	\$6.00	\$4,146.00
					Total: \$661,990.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			Continental Crosswalk)		
48	1,847	LF	Remove Thermoplastic Striping	\$5.00	\$9,235.00
49	1	LS	Remove Flashing Beacon	\$15,000.00	\$15,000.00
50	1	LS	Furnish And Install High-Intensity Activated Crosswalk (HAWK)	\$205,000.00	\$205,000.00
51	1	LS	Mobilization	\$57,000.00	\$57,000.00
					Total: \$661,990.00

Evaluation of Bid Item List - Proposal 3

Abbreviations used in the bid proposal sheet are identified in Section 1-1.06, "Abbreviations," of these special provisions.

Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Bidders. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Owner's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

Bid Security - Proposal 4

Bond Percentage

10.00%

Guarantee Method *

Cash, Cashier's Check,
Certified Check, Paper Bid
Bond

Cash, Cashier's Check, Certified Check, Paper Bid Bond

Confirmation *

I have provided a Paper Bid Bond for the Bid Security Amount above prior to the solicitation deadline.

You must either attach an electronic bid bond here or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)) to the office location according to the instructions in the Notice to Bidders **prior to** the bid opening.

Addendum Acknowledgement - Proposal 4

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**:

(Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

Type N/A if no addenda were issued. Click "+" to add additional fields.

Addendum No. *

N/A

Dated *

1/16/2025

Bidder Signature - Proposal 4

Business Name *

Avison Construction, Inc.

Note: If bidder or other interested person is a corporation, state legal name of corporation. If bidder is a co-partnership, state true name of firm.

Type of Business *

Corporation - list Officers

Business Owners and Officers Names *

Curtis Short - President
Stephen Avila - Vice President
Christopher Avila - CFO/Secretary

Note: If bidder or other interested person is:

- *a corporation, list names of the president, secretary, treasurer and manager thereof*
- *a partnership, list names of all individual co-partners composing firm.*
- *an individual, state first and last name in full.*

Names of Owners and Key Employees *

Curtis Short - President
Stephen Avila - Vice President
Christopher Avila - CFO/Secretary

Note: List majority owners of your firm. If multiple owners, list all. Also include anyone, including key employees, who are actively

promoting the contract. (SB1439)

Licensed in accordance with an act providing for the registration of Contractors:

Class *

A, C31

Contractor License No. * Expires *

823535 5/31/2025

DIR Registration Number *

1000003258

Business Address *

40434 Brickyard Dr., Madera, CA

Zip Code *

93636

Mailing Address *

40434 Brickyard Dr., Madera, CA

Zip Code *

93636

Business Phone *

(559) 431-0317

Fax Number

(559) 431-0321

E-mail Address *

estimating@avisoninc.com

Signature of Bidder *

Curtis Short

Dated *

1/16/2025

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, bidder signature shall be placed above. If signature is by an agent, other than an officer

of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Noncollusion Declaration - Proposal 5

STATE PROJECT NUMBER: ATPL-5942(321)

To the County of Fresno:

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID*

The undersigned declares:

I am the (Choose one of the following options): *

Corporate Officer

If Corporate Officer please list Title:

President

of (Business Name): *

Avison Construction, Inc.

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, and has not paid, and will not pay, any person or entity for that purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Date: *

1/16/2025

at City, State: *

Madera, CA

Signature: *

Curtis Short

(See Title 23 United States Code Section 112; Calif Public Contract Code Section 7106)

*NOTE: Completing, signing, and returning the Non-Collusion Declaration is a required part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code - Proposal 6-7

Public Contract Code Section 10285.1 Statement - Proposal 6

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder

Choose an option: *

Has not been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire - Proposal 7

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Choose an option: *

No

If the answer is No, please type N/A. If the answer is Yes, explain the circumstances in the following space. *

N/A

Public Contract Code Section 10232 Statement - Proposal 7

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-years period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Subcontractors - Proposal 8(a)

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid presented herewith **or \$10,000, whichever is greater**. Each listed subcontractor's name, location of business and description of work, and both their contractor's license number and public works contractor registration number, issued pursuant to Section 1725.5 of the Labor Code, are REQUIRED, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *

T&T Pavement Markings and Products

Business Address *

3276 W. Sussex Way, Fresno, CA 93722

Class

C32

License No. *

687921

DIR Registration No. *

1000046338

Item No. or Description of Work *

Striping & Signs

Dollar Amount:

OR

Percentage of Total Bid:

4%

Email Address:

tandtpavemark@gmail.com

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 1

Subcontractor: *

C3 Electric

Business Address *

1770 E. Fallbrook Ave., Fresno, CA 93720

Class

C10

License No. *

1126011

DIR Registration No. *

2000004735

Item No. or Description of Work *

Electrical

Dollar Amount:

OR

Percentage of Total Bid:

30%

Email Address:

estimating@c3electric.com

California Code of Regulations: General Requirements for In-Use Off-Road Diesel-Fueled Fleets - Proposal 9

In conformance with Title 13 § 2449(i), bidders will be required to attach copies of valid Certificates of Reported Compliance for the fleet selected for the contract and their listed subcontractors.

Before May 15th of each year, the prime contractor must collect a new valid Certificate of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement. Annual renewals must be provided to the Resident Engineer at least one week prior to the expiration date of the current certificate.

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

Choose all that apply:

☒ Bidder's Certificate of Reported Compliance has been attached to the bid.

☐ Bidder does not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4).

☒ Listed subcontractors' certificates have been attached or will be submitted within five (5) calendar days of the bid opening.

☐ The following subcontractors do not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4):

Subcontractors:

FAILURE TO PROVIDE THE CERTIFICATES OF REPORTED COMPLIANCE AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE.

Proposal 10-17

NOT USED

Opt Out of Payment Adjustments for Price Index Fluctuations - Proposal 18

Optional: Vendor is not required to complete.

You may opt out of the payment adjustments for price index fluctuations as specified in Section 2-1.31, "OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS," of the special provisions.

You can only elect to opt out of payment adjustments for price index fluctuations of if you complete this form and submit it with your bid. The individual signing this form must be duly authorized to sign a bid.

By signing this form, I hereby opt out of the payment adjustments for price index fluctuations for the above-named project.

Bidder: *

Avison Construction, Inc.

Name (Printed): *

Curtis Short

Signature: *

Curtis Short

Title: *

President

Guaranty - Proposal 19

Optional: Vendor is not required to complete.

(This guaranty shall be executed by the successful bidder in accordance with instructions in the special provisions. The bidder may execute the guaranty on this page at the time of submitting their bid.)

G U A R A N T Y

To the Owner: County of Fresno

CONTRACT NUMBER

The undersigned guarantees the construction and installation of the following work included in this project: 24-17-C

ALL WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner.

Date: *

1/16/2025

Name (Printed): *

Curtis Short

Signature: *

Curtis Short

Title: *

President

Contractor: *
Avison Construction, Inc.

Required Documents

Name	Omission Terms	Submitted File
CARB Certification of Reported Compliance - Bidder Valid CARB Certification of Reported Compliance - Bidder	Does not have a fleet subject to this regulation.	Avison CARB exp 2025.pdf
CARB Certification(s) of Reported Compliance - Subcontractors Valid CARB Certification(s) of Reported Compliance - Subcontractors	Due by 4pm on the 5th calendar day after bid opening or no listed subcontractors have a fleet subject to this regulation.	I am not enclosing this document because the omission terms have been met.
2 Required Documents		

Additional Documents (Use if needed)

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Not Required Extra Space if needed	Extra space not needed	No bid
Not Required Extra Space if needed	Extra space not needed	No bid
Not Required Extra Space if needed	Extra space not needed	No bid
3 Required Documents		

AGREEMENT

THIS AGREEMENT made at Fresno, in Fresno County, California, by and between **Avison Construction, Inc.** hereinafter called the Contractor, and the **County of Fresno** hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, but excluding such materials as are mentioned in the specifications to be furnished by the Owner, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists, and laborers required for:

HERNDON-BARSTOW ELEMENTARY HIGH INTENSITY ACTIVATED CROSSWALK (HAWK)

STATE PROJECT NUMBER: ATPL-5942(321)

CONTRACT NUMBER: 24-17-C

All in strict compliance with the plans, drawings and specifications therefor prepared by the Owner, and other contract documents relating thereto.

ARTICLE II. The Contractor and the Owner agree that the Notice to Bidders and Special Provisions, the Wage Scale (Prevailing Wages), the Plans and Drawings, Addenda and Bulletins thereto, and the Proposal (Bid Book) hereto attached, together with this Agreement, form the contract, and they are as fully a part of the contract as if hereto attached or herein repeated.

All portions of the Standard Specifications of the State of California, Department of Transportation, dated 2015, which are not in conflict with this contract shall be deemed a part of the specifications as though fully therein set forth; provided, however, that revisions to the said Standard Specifications shall apply only to the extent, if any, included in the Project Details of these specifications or as otherwise incorporated directly herein. No part of said specifications which is in conflict with any portion of this agreement, or which is not actually descriptive of the work to be done thereunder, or of the manner in which said work is to be executed, shall be considered as any part of this agreement, but shall be utterly null and void.

ARTICLE III. The Owner agrees to pay the Contractor in current funds for the performance of the contract the sum of **SIX HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED NINETY DOLLARS AND 00/100 (\$661,990.00)** it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the special provisions.

ARTICLE IV. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she or any of his or her subcontractors should persistently violate any of the provisions of the contract, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he or she should fail to make prompt payment to subcontractors or for material or

labor, or persistently disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, and unless within five days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

ARTICLE V. To the fullest extent permitted by law with respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless the COUNTY OF FRESNO, STATE OF CALIFORNIA, CITY OF FRESNO, and all other participating public agencies, whether or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all officers and employees of the Owner, the County, the State, the United States and said other participating agencies, from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement. In addition, CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from non-compliance herein on the part of CONTRACTOR.

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

The Certificate of Insurance shall be issued in duplicate, to the COUNTY OF FRESNO, CITY OF FRESNO, and all other participating agencies, whether or not said agencies are named herein, who contribute to the cost of the work or have jurisdiction over areas in which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M Best Company rating of A FSC VII or better.

Without limiting the COUNTY'S right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits not less than those shown in the following table:

Liability Insurance Requirements

Total bid	For each occurrence ^a	Aggregate for products/completed operation	General aggregate ^b	Umbrella or excess liability ^c
≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000 ≤ \$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
> \$10,000,000 ≤ \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
> \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

^aCombined single limit for bodily injury and property damage.

^bThis limit must apply separately to your work under this Contract.

^cThe umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the of the nature of this contract.

Such Commercial General Liability insurance shall name the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance policy naming COUNTY as an additional insured and providing for a thirty (30) day prior written notice of cancellation or change in terms or coverage.

Within eight (8) days from date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, or to designservices@fresnocountyca.gov, stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for an premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance an any other insurance, or self- insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents, and employees shall be excess only and not contributing with insurance provided under CONTRACTOR'S policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage should include owned and non-owned vehicles used in connection with this Agreement and all applicable endorsements.

C. Professional Liability

If CONTRACTOR is a licensed professional or employs professional staff, (e.g., Architect, Engineer, Surveyor, etc.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate with a provision for 3 year tail coverage.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

ARTICLE VI. Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in duplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days' notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure should be provided the Owner.

ARTICLE VII. The Contractor shall forthwith furnish in duplicate, a faithful performance bond in an amount equal to 100% of the contract price and a payment bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or his subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

ARTICLE VIII. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Except as provided in Labor Code section 1725.5(f), no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Except as provided in Labor Code section 1725.5(f), no contractor or subcontractor may be awarded a contract for public work on a public works project or engage in the performance of work on any public

works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor shall comply with all applicable laws and regulations relating to wages and employment, including all requirements imposed by the California Department of Industrial Relations (DIR). Contractor shall cooperate with County to furnish timely all information necessary for County's completion of the form required to be submitted by County when registering the Project on the DIR website; and County thereafter shall provide to Contractor the "Project ID Number" assigned by DIR in order to facilitate Contractor's submission to DIR of its certified payrolls for the Project, in the manner required and using such form as may be prescribed by DIR, in accordance with the provisions of Labor Code section 1771.4(a)(3).

ARTICLE IX: Governing Law – Venue for any action arising out of or relating to this Agreement shall be in Fresno County, California. This Agreement shall be governed by the laws of the State of California.

ARTICLE X: EXECUTIVE ORDER N-6-22: Under Executive Order N-6-22 as a contractor, subcontractor, or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://ofac.treasury.gov/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable. Specially Designated Nationals and Blocked Persons List (SDN) (<https://ofac.treasury.gov/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>).

This Contract, **24-17-C**, was awarded by the Board of Supervisors on **February 25, 2025**. It has been reviewed by the Department of Public Works and Planning and is in proper order for signature of the Chairman of the Board of Supervisors.


IN WITNESS WHEREOF, they have executed this Agreement this 12th day of March, 2025

Avison Construction, Inc.
(CONTRACTOR)

By 
Curtis Short

Title President

COUNTY OF FRESNO
(OWNER)

By 
Ernest Buddy Mendes, Chairman
of the Board of Supervisors of the
County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy

Bond No. 108141821
Premium: \$4,874.00

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Avison Construction, Inc.
40434 Brickyard Drive
Madera, CA 93636

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Mailing Address for Notices

11090 White Rock Road Suite 100
Rancho Cordova, CA 95670

OWNER:

(Name, legal status and address)

County of Fresno
2220 Tulare Street Sixth Floor
Fresno, CA 93721

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: February 25, 2025

Amount: \$ 661,990.00

Description: Herndon-Barstow Elementary High Intensity Activated Crosswalk (HAWK)
(Name and location) Contract No. 24-17-C.

BOND

Date: February 26, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 661,990.00

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: Avison Construction, Inc. (Corporate Seal)

Signature: _____

Name: Curtis Short
and Title: President

SURETY

Company:

(Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: _____

Name: Justin Smit
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

DiBuduo and DeFendis Insurance Brokers, LLC
6873 N West Ave Suite 101 Fresno, CA 93711

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: Curtis Short, President
Address 40434 Brickyard Drive, Madera, CA 93636

Signature: _____
Name and Title: _____
Address _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

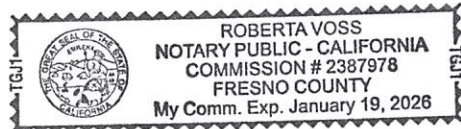
County of Fresno

On February 26, 2025 before me, Roberta Voss Notary Public
(insert name and title of the officer)

personally appeared Justin Smit
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Roberta Voss* (Seal)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JUSTIN SMIT** of **FRESNO**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26th day of February, 2025.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**PAYMENT BOND - PUBLIC WORK
SECTIONS 3247 - 3252, CIVIL CODE
(CALIFORNIA)**

Travelers Casualty and Surety Company of America **SURETY COMPANY**

Bond No. 108141821
Premium: Included in Performance bond

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The County of Fresno has awarded to Avison Construction, Inc.

as Contractor, a contract for the work described as follows: Herndon-Barstow Elementary High Intensity Activated Crosswalk (HAWK)
Contract No. 24-17-C.

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, We the undersigned Contractor and Surety are held and firmly bound unto the County of Fresno in the amount required by law, the sum of \$ 661,990.00, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractors shall fail to pay (1) Any of the persons named in Civil Code Section 3181, (2) amounts due under the Unemployment Insurance Code for work or labor performed in connection with said contract by any such claimant, or (3) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from wages of the employees of Contractor and his sub-contractors with respect to such work and labor, pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety or Sureties herein will pay for the same in an aggregate amount not exceeding the sum specified in this bond, and also in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code, Sections 3247 - 3252 inclusive, and all amendments thereto.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 26th day of February, 2025

Avison Construction, Inc.

Curtis Short, President

Contractor

Travelers Casualty and Surety Company of America **SURETY COMPANY**

By

Attorney-In-Fact: Justin Smit

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

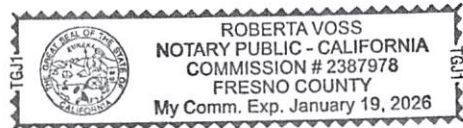
County of Fresno)

On February 26, 2025 before me, Roberta Voss Notary Public
(insert name and title of the officer)

personally appeared Justin Smit
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Roberta Voss* (Seal)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JUSTIN SMIT** of **FRESNO** California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26th day of February, 2025.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**